

March 18 2015 Regular Meeting

March 18 2015 Regular Meeting - March 18 2015 Regular Meeting

Agenda

District Board Agenda, 3-18-15 Regular Meeting	2
--	---

Minutes

Minutes, February 9 2015 Special Meeting.....	5
Minutes, February 10 2015 Special Meeting.....	7
Minutes, February 18 2015 Regular Meeting.....	9
Minutes, 2-25-15 Special Meeting.....	10

Financial and Statistical Reports, January 2015

Financial and Statistical Reports for January 2015.....	15
---	----

Letter from Senator Berryhill

Letter of Congratulations from Senator Berryhill.....	22
---	----

Chief of Staff Report

Chief of Staff Report for March 2015	23
--	----

Policy Approval, Employee Complaints and the Grievance Process

Policy & Procedure, Employee Complaints and the Grievance Process	60
---	----

Obstetrical Services Agreement with Martha Kim

Obstetrical Services Agreement, Martha Kim.....	64
---	----

Obstetrical Services Agreement, Lara Jeanine Arndal

Arndal Obstetrical Services Agreement, 4-30-15.....	75
---	----

Hospitalist Services Agreement, Felix Karp

Hospitalist Services Agreement, Felix Karp	88
--	----

AGENDA

NORTHERN INYO COUNTY LOCAL HEALTHCARE DISTRICT BOARD OF DIRECTORS REGULAR MEETING

March 18, 2015 at 5:30 p.m.

In the Jill Kinmont Boothe School Great Room at 166 Grandview Drive, Bishop, CA

1. Call to Order (at 5:30 p.m.).
2. At this time persons in the audience may speak on any items **not** on the agenda on any matter within the jurisdiction of the District Board. (*Members of the audience will have an opportunity to address the Board on every item on the agenda. Speakers are limited to a maximum of two minutes each.*)

Consent Agenda (action items)

3. Approval of minutes of the February 9 2015 special meeting
 4. Approval of minutes of the February 10 2015 special meeting
 5. Approval of minutes of the February 18 2015 regular meeting
 6. Approval of minutes of the February 25 2015 special meeting
 7. Financial and Statistical reports for January 2015
-
8. Chief Executive Officer's Report; Victoria Alexander-Lane.
 - A. Physician Recruitment update
 - B. Hospitalist program update
 - C. Letter from Senator Berryhill
 - D. FMLA discussion, history and current policy
 9. Chief of Staff Report; Thomas Boo, M.D.
 - A. Policy and Procedure approvals (*action items*):
 1. Standardized Procedure: *Certified Nurse Midwives First Assisting During Cesarean Section*
 2. Policy/Procedure: *Sexual Assault Exam Policy*
 3. Policy/Procedure: *Code Blue Procedure – Code Blue Team*
 4. Policy/Procedure: *Gait Belt Policy*
 5. Policy/Procedure: *Patient Food from Non-Hospital Sources*
 6. Policy/Procedure: *Infection Prevention Plan*
 7. Policy/Procedure: *Dishes in Staff Break Room Areas*

- B. Clinical Diet Manual approval (*action item*).
- 10. Chief Nursing Officer Report (*information item*).
- 11. Old Business
 - A. Policy and Procedure approval, *Employee Complaints and the Grievance Process* (*action item*).
- 12. New Business
 - A. Approval of NIH Foundation Board member Carol Hice (*action item*).
 - B. Determination of Board meeting dates for 2015 (*action item*).
 - C. Strategic Plan Update (*information item*).
 - D. Approval of the Northern Inyo Hospital final Audit Report for fiscal year ending June 30, 2014, from Wipfli LLP (*action item*).
- 13. Reports from Board members (*information items*):
 - A. ACHD Board Nominations
- 14. Adjournment to closed session to/for:
 - A. Hear reports on the hospital quality assurance activities from the responsible department head and the Medical Staff Executive Committee (*Section 32155 of the Health and Safety Code, and Section 54962 of the Government Code*).
 - B. Discuss trade secrets, new programs and services (*Section 32106 of the Health and Safety Code*).
 - C. Discussion of Agreement for Obstetrical Services, Marty Kim, M.D. (*Government Code Section 54957*).
 - D. Discussion of Agreement for Obstetrical Services, Jeanine Arndal, M.D. (*Government Code Section 54957*).
 - E. Discussion of Agreement for Hospitalist Services, Felix Karp, M.D. (*Government Code Section 54957*).
 - F. Discussion of potential litigation (*Government Code section 54956(d)(2)*).
- 15. Return to open session, and report of any action taken in closed session.
- 16. Approval of agreement for Obstetrical Services, Marty Kim, M.D. (*action item*).
- 17. Approval of agreement for Obstetrical Services, Jeanine Arndal, M.D. (*action item*).
- 18. Approval of Hospitalist Services Agreement, Felix Karp, M.D. (*action item*).
- 19. Adjournment.

In compliance with the Americans with Disabilities Act, if you require special accommodations to participate in a District Board meeting, please contact administration at (760) 873-2838 at least 48 hours prior to the meeting.

ADJOURNMENT

The meeting was adjourned at 7:32pm.

M.C. Hubbard, President

Attest:

D. Scott Clark, M.D., Secretary

CALL TO ORDER The meeting was called to order at 5:30 pm by M.C. Hubbard, President.

PRESENT M.C. Hubbard, President
Denise Hayden, Vice President
D. Scott Clark, M.D., Secretary
John Ungersma, M.D., Member at Large

ALSO PRESENT Victoria Alexander-Lane, Chief Executive Officer
Sandy Blumberg, Executive Assistant

ABSENT Peter Watcott, Treasurer
Thomas Boo, M.D., Chief of Staff

OPPORTUNITY FOR PUBLIC COMMENT Ms. Hubbard asked if any members of the public wished to comment on any items listed on the Notice for this meeting. Considering the number of persons present, Ms. Hubbard requested that public comments be kept to a maximum of two minutes.

At this time, the following persons spoke regarding concerns about Hospital management issues; personnel issues; and union formation:

- Christine Hanley, RN
- Richard Hanley
- Anne Gasior, M.D.
- Susan Tonelli, R.N.

ADJOURNMENT TO CLOSED SESSION At 5:37pm, Ms. Hubbard announced that the meeting would adjourn to closed session to allow the Board of Directors to:
A. Conference regarding Labor Negotiations pursuant to Government Code Section 454957.6. Agency representative Victoria Alexander-Lane, Employees: RN's; Midlevel Practitioners.

RETURN TO OPEN SESSION AND REPORT OF ACTION TAKEN At 7:05pm the meeting returned to open session. Ms. Hubbard reported the Board took no reportable action.

OPPORTUNITY FOR PUBLIC COMMENT Ms. Hubbard again asked if anyone present wished to address the Board of Directors on any items described on the Notice for this meeting. The following persons spoke (or made inquiries) regarding a variety of concerns related employee issues, management, or about the formation of a union within the nursing department:

- Michael Dillon, M.D.
- Jennifer Scott. M.D.
- Eva Judson, R.N.
- Anne Gasior, M.D.
- Greg Lippincott

- Daniel Cowan, M.D.
- Maura Richman, R.N.
- Heleen Welvaart, RN
- Laurie Archer, RN

In addition to the Board of Directors, the following members of hospital management either provided input or responded to questions and concerns that were presented:

- Victoria Alexander-Lane, Chief Executive Officer
- Kathy Decker, RN, Chief Nursing Officer
- Barbara Smith, RN, Medical Surgical Unit Nurse Manager
- Maria Sirois, Chief Performance Excellence Officer

ADJOURNMENT

The meeting was adjourned at 8:21pm.

M.C. Hubbard, President

Attest:

D. Scott Clark, M.D., Secretary

CALL TO ORDER The meeting was called to order at 5:30 pm by M.C. Hubbard, President.

PRESENT M.C. Hubbard, President

ALSO PRESENT Sandy Blumberg, Executive Assistant

ABSENT Denise Hayden, Vice President
D. Scott Clark, M.D., Secretary
Peter Watercott, Treasurer
John Ungersma, M.D., Member at Large
Victoria Alexander-Lane, Chief Executive Officer
Thomas Boo, M.D., Chief of Staff

LACK OF A QUORUM Ms. Hubbard announced that due to the lack of a quorum, no business
would be conducted at this meeting.

ADJOURNMENT The meeting was adjourned at 5:31pm.

Peter Watercott, District Board Treasurer

Attest:

Victoria Alexander-Lane, Chief Executive Officer

CALL TO ORDER The meeting was called to order at 5:32 pm by M.C. Hubbard, President.

PRESENT M.C. Hubbard, President
Denise Hayden, Vice President
D. Scott Clark, M.D., Secretary
Peter Watercott, Treasurer
John Ungersma, M.D., Member at Large

ALSO PRESENT Victoria Alexander-Lane, Chief Executive Officer
Thomas Boo, M.D., Chief of Staff
Sandy Blumberg, Executive Assistant

FINAL AUDIT REPORT
FOR FISCAL YEAR
ENDING JUNE 30 2015,
WIPFLI LLP Ms. Hubbard introduced Jeff Johnson and Eric Volk with Wipfli LLP,
who were in attendance to present the final audit report for Northern Inyo
Hospital (NIH) for the fiscal year ending June 30 2014. An in-depth
presentation was provided, followed by a question and answer period.

ALPHA FUND AWARD Chief Human Relations Officer Georgan Stottlemire reported the
Hospital recently received the *Alpha Fund Champions Award* for 2014,
for improvements made in the areas of patient safety and employee safety.
As the *Champions Award* recipient the Hospital also received a check in
the amount of \$5,000. The Board thanked NIH management and staff for
their efforts in making the hospital a safer workplace for employees and
for creating a safer environment for our patients.

OPPORTUNITY FOR
PUBLIC COMMENT Ms. Hubbard then asked if any members of the public wished to comment
on any items listed on the Notice for this meeting and/or on any items of
interest. The following persons spoke during this public comment
opportunity:
- Becky Taylor
- Christine Hanley, RN
- Eric Richman, OD
- Cindy Wahrenbrock, EKG Tech
- Lynne Greer
- Anne Gasior, M.D.
- Michael Dillon, M.D.
- Claudia Buchanan
- Nita Eddy, Surgery Tech
- Barbara Stuhaan, R.N.

At the conclusion of this public comment opportunity, Ms. Hubbard apologized for the fact that the venue for this meeting was not large enough to accommodate the number of people who chose to attend. She also addressed a misconception that the general public is not allowed to speak to the Hospital Board of Directors, pointing out that that is exactly what just took place and what is allowed for (pursuant to the Ralph M. Brown Act) at every meeting of the Hospital District Board. Ms. Hubbard

additionally commented that if members of the public have questions or concerns about hospital business, they can also individually contact their representative on the District Board if they choose to do so.

CONSENT AGENDA

Ms. Hubbard then called attention to the Consent Agenda for this meeting, which contained the following items:

- Approval of minutes of the January 14 2015 special meeting
- Approval of minutes of the January 21 2015 regular meeting
- Approval of the financial and statistical reports for December 2014

Following review of the information provided it was moved by John Ungersma, M.D., seconded by D. Scott Clark, M.D. and unanimously passed to approve the proposed Consent Agenda items as presented.

CEO REPORT

Chief Executive Officer (CEO) Victoria Alexander-Lane reported that a prospective general surgeon will come to visit Northern Inyo Hospital in the next week. She additionally noted that an additional Physician's Assistant has been hired for the NIH Rural Health Clinic (RHC) and will start seeing patients in April. The new employee will provide same day visits for patients who have need to see a practitioner unexpectedly and as soon as possible. Ms. Lane additionally noted that a Physician's Assistant has also been hired to help out in the pediatric office, and that Hospital management continues to recruit for an additional hospitalist physician. She also reported that the Hospital's Green Committee continues to make improvements in areas related to recycling and changing to using environmentally-friendly products. She additionally stated that she recently attended the California Hospital Association annual conference in Redondo Beach, which proved to be a valuable and educational experience.

CHIEF OF STAFF REPORT

Chief of Staff Thomas Boo, M.D. reported that following careful review and consideration and approval by the appropriate Committees, the Medical Executive Committee recommends approval of the following Medical Staff appointments, privileging, and resignations:

1. Peter Bloomfield, M.D.: Appointment to the NIH Provisional Active Medical Staff
2. John Williamson, M.D.: Appointment to the NIH Provisional Consulting Medical Staff
3. Privileging of Colleen McEvoy, P-NP to function according to the NIH Standardized Procedures as requested through December 31, 2016
4. Advancement to Active Medical Staff for Richard Meredick, M.D., with clinical privileges as requested
5. Acceptance of the resignations of Victor Lopez-Cuenca, M.D., and Theodore Berndt, M.D.

Dr. Boo additionally stated that following careful review and consideration and approval by the appropriate Committees, the Medical

Executive Committee also recommends approval of the following hospital wide policies and procedures:

1. *Smoking Cessation*
2. *Emergency Care Policy for the Nurse Practitioner and Certified Nurse Midwife – RHC Standardized Procedure*
3. *Management of Acute Illness – RHC Standardized Procedure*
4. *Management of Chronic Illness – RHC Standardized Procedure*
5. *Furnishing Medications/Devices Policy for the Nurse Practitioner, RHC Standardized Procedure*
6. *General Policy for Rural Health Clinic Nurse Practitioner, RHC Standardized Procedure*
7. *Laboratory and Diagnostic Testing, RHC Standardized Procedure*
8. *Minor Surgical Procedures, RHC Standardized Procedure*
9. *Management of Minor Trauma, RHC Standardized Procedure*
10. *Well Child Care, RHC Standardized Procedure*
11. *Barcode Medication Administration, Pharmacy*
12. *Controlled Security Prescription Paper, Pharmacy*
13. *Sterile Products: Compounding Quality Assurance Program, Pharmacy*

At that time it was moved by Denise Hayden, seconded by Doctor Ungersma, and unanimously passed to approve the list of Medical Staff appointments, privileging, and resignations as presented. It was then moved by Ms. Hayden, seconded by Doctor Ungersma, and passed to unanimously approve the list (1 through 13) of policies and procedures as presented, with one housekeeping change being made to the policy titled *Management of Minor Trauma, RHC Standardized Procedure*.

CHIEF NURSING
OFFICER REPORT

Chief Nursing Officer Kathy Decker, RN provided a report and update on recent Nursing Department projects, achievements, and activities.

NEW BUSINESS

DIETARY MANUAL
APPROVAL

Ms. Alexander-Lane reported that approval of the Dietary Department Manual will be listed on the agenda for a future meeting of the District Board, after it has been approved by the Medical Executive Committee.

REVISED DISTRICT
BYLAWS

Ms. Hubbard then called attention to approval of the revised Northern Inyo County Local Hospital District Bylaws, as recommended by the Bylaws Committee composed of Directors Ungersma and Hubbard, and Hospital CEO Victoria Alexander-Lane. Following review of the information provided it was moved by Ms. Hayden, seconded by Doctor Ungersma and unanimously passed to approve the revised Bylaws as presented, with Doctor Clark being absent from the vote. It was noted that the revised Bylaws allow greater flexibility in regard to the scheduling of Board meetings, and that they also include a name change reference to the Northern Inyo Local Healthcare District.

DONATION OF
MODULAR BUILDINGS
(2)

Ms. Alexander-Lane then called attention to approval of the donation of two modular buildings located on Hospital property to the Tri-County Fairgrounds. The buildings are no longer of use to the Healthcare District and their removal will cut heating and cooling waste and help create room for future RHC expansion. It was moved by Doctor Ungersma, seconded by Peter Watercott and unanimously passed to approve the donation of the two modular buildings by those Directors present, with Doctor Clark being absent from the vote.

POLICY AND
PROCEDURE
APPROVAL,
EMPLOYEE
COMPLAINTS AND THE
GRIEVANCE PROCESS

Chief Human Relations Officer Georgan Stottlemeyre called attention to approval of a hospital wide policy and procedure titled *Employee Complaints and the Grievance Process*, and provided an explanation of proposed changes to the policy. Following review and discussion of the information provided, it was moved by Doctor Ungersma to approve the proposed policy, however the policy was not passed due to lack of a second and due to the absence of a majority vote (with Director Clark being absent from the discussion and from the vote).

PREFERRED PROVIDER
AGREEMENT FOR
CRITICAL CARE
TRANSPORT

Ms. Alexander-Lane then introduced Mike Patterson with Sierra Lifeflight, who presented a proposal to make Sierra Lifeflight the Hospital's preferred critical care patient transport provider. Following brief discussion of the company's history of service to the Hospital and to this community it was moved by Doctor Ungersma, seconded by Ms. Hayden, and unanimously passed to approved the proposed *Preferred Provider Agreement* with Sierra Life Flight as presented, with Doctor Clark being absent from the vote.

BOARD RESOLUTION
15-01, EMPLOYER/
EMPLOYEE
RELATIONS

Chief Human Relations Officer Georgan Stottlemeyre called attention to Board Resolution 15-01 relating to employer/employee relations as an information item only, stating that a Resolution such as this possibly should have been put in place by Hospital Administration in the past. Director Watercott noted that due to a personal conflict of interest he is not able to be in the room during any part of discussions on employer-employee relations. It was additionally noted that the information on this subject was provided for management by District Legal Counsel.

BOARD MEMBER
REPORTS

Ms. Hubbard then asked if any members of the Board of Directors wished to comment on any items of interest. Director Hayden provided an update on the activities and recent actions taken by the Inyo County Local Transportation Commission, in particular relating to transportation aid for Hospital District patients.

OPPORTUNITY FOR
PUBLIC COMMENT

Ms. Hubbard again asked if any members of the public wished to comment on any items listed on the Notice for this meeting. Barbara Stuhaan, RN requested further explanation on potential conflicts of interest that Board members may have regarding discussion of employer/employee relations. No other comments were heard.

ADJOURNMENT TO
CLOSED SESSION

At 8:34pm Ms. Hubbard reported the meeting would adjourn to closed session to allow the Board of Directors to/for:

- A. Hear reports on the hospital quality assurance activities from the responsible department head and the Medical Staff Executive Committee (*Section 32155 of the Health and Safety Code, and Section 54962 of the Government Code*).
- B. Discussion regarding a claim filed by Theresa Woyame against Northern Inyo County Local Hospital District (*Government Code Section 54956.9(a)*).
- C. Discuss trade secrets, new programs and services (*Section 32106 of the Health and Safety Code*).
- D. Board only discussion regarding hospital quality (*Section 32155 of the Health and Safety Code, and Section 54962 of the Government Code*) Dr. Ungersma.

RETURN TO OPEN
SESSION AND REPORT
OF ACTION TAKEN

At 9:58pm the meeting returned to open session. Ms. Hubbard reported that the Board took no reportable action.

OPPORTUNITY FOR
PUBLIC COMMENT

Ms. Hubbard again asked if any members of the public wished to address the Board of Directors on any items of interest. No comments were heard.

ADJOURNMENT

The meeting was adjourned at 9:59pm.

M.C. Hubbard, President

Attest:

Denise Hayden, Vice President

BUDGET VARIANCE ANALYSIS

Jan-15 Fiscal Year Ending June 30, 2015

Year to date for the period ending January 31, 2015

	771	or	46%	
\$	3,556,611	or	16.59%	more IP days than in the prior fiscal year
\$	1,781,774	or	3.8%	over budget in IP Ancillary Revenue and
\$	5,338,385	or	7.8%	over budget in OP Revenue resulting in
\$	(1,284,592)	or	-2.9%	over budget in gross patient revenue & under budget in net patient revenue

Year-to-date Net Revenue was	\$		43,279,412
Total Operating Expenses were:	\$		39,253,528

for the fiscal year to date

	\$ (1,305,944)	or	0.0%	under budget. Wages and Salaries were
	\$ (1,308,648)	or	-9.4%	under budget and Employee Benefits
	\$ 1,179,655	or	12.6%	over budget.

83% Employee Benefits Percentage of Wages

The following expense areas were also over budget for the year for reasons listed:

	\$ 1,179,655	or	12.6%	Employee Benefits due to funding of Defined Contribution Plan & extremely high Health Claims
	\$ 721,231	or	53%	Interest Expense over budget due to Accretive Interest on Capital Appreciation Bonds

Other Information:

	\$ 4,319,061			Operating Income, less
	\$ (3,768,648)			loss in non-operating activities created a net income of;
	\$ 550,413		\$ (331,346)	under budget.
			41.40%	Contractual Percentages for Year and
			34.96%	Budgeted Contractual Percentages including
	\$ 177,652			in prior year cost report settlement activity for Medicare & Medi-Cal

Non-Operating actives included:

	\$ (2,859,458) loss	\$	433,762	under budget in Medical Office Activities & Over Budget on Interest Expense
	\$ 116,185	\$	(187,005)	under budget in 340B Pharmacy Activity

Contractual Percentage Information

Month Percentage	35%	Year Percentage	41%	
				Contractuals are running high as revenue has increased for Medi-Cal and the payment is much lower for Swing Bed Patients based on daily rate

NORTHERN INYO HOSPITAL
OPERATING STATISTICS
for period ending January 2015

	FYE 2015		FYE 2014	Variance	
	Month to Date	Year-to-Date	Year-to-Date	from PY	
Licensed Beds	25	25	25		
Total Patient Days with NB	340	2,444	1,673	771	46%
Swing Bed Days	44	489	28	461	
Discharges with NB	117	747	667	80	
Days in Month	31	215	515		
Occupancy	10.97	11.37	3.25	8	
Average Stay (days)	2.91	3.27	2.51	1	
Hours of Observation (OSHPD)*	2	3,494	5,140	(1,646)	
Observation Adj Days	0	146	214	(69)	
ER Visits (OSHPD)	642	4,609	4,573	36	
Outpatient Visits (OSHPD)	3,390	22,091	22,310	(219)	
IP Surgeries (OSHPD)	20	166	169	(3)	
OP Surgery (OSHPD)	83	629	570	59	
Worked FTE's **	401.82	298.74	319.16	(20)	
Paid FTE's **	463.47	343.86	367.59	(24)	
Payor %					
Medicare		42%	43%	-1%	
Medi-Cal		22%	17%	5%	
Insurance, HMO & PPO		34%	36%	-2%	
Indigent (Charity Care)		0.2%	1%	-1%	
All Other		2%	3%	-1%	
Total		<u>100%</u>	<u>100%</u>		

*Observation Hours have been corrected for the year

** three pay periods in January 2015

Northern Inyo Hospital
Balance Sheet
Period Ending January 31, 2015

Current Assets:	Current Month	Prior Month	Change
Cash and Equivalents	2,768,834	4,268,569	(1,499,735)
Short-Term Investments	8,655,510	8,649,775	5,735
Assets Limited as to Use	-	-	-
Plant Replacement and Expansion Fund	2	2	-
Other Investments	978,712	1,045,238	(66,526)
Patient Receivable	46,576,055	44,900,921	1,675,134
Less: Allowances	(35,630,004)	(34,948,783)	(681,221)
Other Receivables	(62,565)	(134,968)	72,404
Inventories	3,526,649	3,455,227	71,422
Prepaid Expenses	1,147,934	1,198,993	(51,059)
Total Current Assets	27,961,127	28,434,973	(473,846)
Internally Designated for Capital Acquisitions	1,033,705	1,033,696	8
Special Purpose Assets	833,853	55,192	778,661
Limited Use Asset; Defined Contribution			
Pension	600,030	600,030	-
Revenue Bonds Held by a Trustee	2,354,927	2,192,481	162,447
Less Amounts Required to Meet Current Obligations	-	-	-
Assets Limited as to use	4,822,515	3,881,399	941,116
Long Term Investments	1,452,143	1,452,143	-
Property & equipment, net Accumulated Depreciation	84,211,799	84,541,723	(329,924)
Unamortized Bond Costs	-	-	-
Total Assets	118,447,584	118,310,237	137,347

Northern Inyo Hospital
Balance Sheet
Period Ending January 31, 2015

Liabilities and Net Assets

Current Liabilities:

Current Maturities of Long-Term Debt	406,454	486,688	(80,234)
Accounts Payable	1,327,571	1,987,700	(660,129)
Accrued Salaries, Wages & Benefits	4,496,589	5,147,937	(651,348)
Accrued Interest and Sales Tax	420,398	252,595	167,803
Deferred Income	222,080	266,496	(44,416)
Due to 3rd Party Payors	1,202,470	1,202,370	100
Due to Specific Purpose Funds	-	-	-
Total Current Liabilities	8,075,562	9,343,786	(1,268,224)

Long Term Debt, Net of Current Maturities	50,353,007	50,353,007	-
Bond Premium	1,162,598	1,396,040	(233,442)
Accreted Interest	7,661,180	-	7,661,180
Total Long Term Debt	59,176,785	51,749,047	7,427,738

Net Assets

Unrestricted Net Assets less Income Clearing	50,361,384	57,162,211	(6,800,828)
Temporarily Restricted	833,853	55,192	778,661
Net Income (Income Clearing)			-
Total Net Assets	51,195,237	57,217,404	(6,022,166)

Total Liabilities and Net Assets	118,447,584	118,310,237	137,347
---	--------------------	--------------------	----------------

NORTHERN INYO HOSPITAL
STATEMENT OF OPERATIONS (new format)
for period ending January 31, 2015

	ACT MTD	BUD MTD	VARIANCE	ACT YTD	BUD YTD	VARIANCE
Unrestricted Revenues, Gains & Other Support						
Inpatient Service Revenue						
Ancillary	888,789	649,292	239,497	5,669,264	4,503,152	1,166,112
Routine	2,811,819	2,442,562	369,257	19,330,858	16,940,360	2,390,498
Total Inpatient Service Revenue	3,700,607	3,091,854	608,753	25,000,123	21,443,512	3,556,611
Outpatient Service Revenue	6,773,984	6,786,817	(12,833)	48,851,631	47,069,857	1,781,774
Gross Patient Service Revenue	10,474,592	9,878,671	595,921	73,851,754	68,513,369	5,338,385
Less Deductions from Revenue						
Deductions	184,366	321,161	(136,795)	1,663,709	2,227,407	(563,698)
Contractual Adjustments	3,626,601	3,132,004	494,597	29,086,285	21,721,958	7,364,327
Prior Period Adjustments *	(157,415)	-	(157,415)	(177,652)	-	(177,652)
Total Deductions from Patient Service Revenue	3,653,552	3,453,165	200,387	30,572,342	23,949,365	6,622,977
Net Patient Service Revenue	6,821,040	6,425,506	395,534	43,279,412	44,564,004	(1,284,592)
Other revenue	22,767	20,461	2,306	293,176	141,903	151,273
Total Other Revenue	22,767	20,461	2,306	293,176	141,903	151,273
Expenses:						
Salaries and Wages	1,818,364	2,008,944	(190,580)	12,624,356	13,933,004	(1,308,648)
Employee Benefits	1,578,665	1,346,264	232,401	10,516,649	9,336,994	1,179,655
Professional Fees	688,766	583,646	105,120	3,644,857	4,047,868	(403,011)
Supplies	514,867	580,564	(65,697)	3,708,517	4,026,490	(317,973)
Purchased Services	324,291	336,480	(12,189)	2,158,721	2,333,656	(174,935)
Depreciation	402,286	414,572	(12,286)	2,794,712	2,875,258	(80,546)
Bad Debts	234,589	221,771	12,818	1,417,196	1,538,089	(120,893)
Other Expense	263,454	355,867	(92,413)	2,388,519	2,468,113	(79,594)
Total Expenses	5,825,282	5,848,108	(22,826)	39,253,528	40,559,472	(1,305,944)
Operating Income (Loss)	1,018,525	597,859	420,666	4,319,061	4,146,435	172,626
Other Income:						
District Tax Receipts	44,416	45,268	(852)	310,912	313,956	(3,044)
Tax Revenue for Debt	85,704	87,348	(1,644)	599,928	605,800	(5,872)
Partnership Investment Income		-	-		-	-
Grants and Other						
Contributions Unrestricted	20,704	8,231	12,473	24,374	57,087	(32,713)
Interest Income	16,752	11,586	5,166	88,744	80,354	8,390
Interest Expense	(956,721)	(194,891)	(761,830)	(2,072,896)	(1,351,665)	(721,231)
Other Non-Operating Income	5,338	2,858	2,480	23,562	19,822	3,740
Net Medical Office Activity	(392,349)	(474,836)	82,487	(2,859,458)	(3,293,220)	433,762
340B Net Activity	19,350	43,716	(24,366)	116,185	303,190	(187,005)
Non-Operating Income/Loss	(1,156,805)	(470,720)	(686,085)	(3,768,648)	(3,264,676)	(503,972)
Net Income/Loss	(138,281)	127,139	(265,420)	550,413	881,759	(331,346)

Investments as of 01/31/15

ID	Purchase Date	Maturity Date	Institution	Broker	Rate	Principal Invested
1	15-Jan-15	01-Feb-15	LAIF (Walker Fund)	Northern Inyo Hospital	0.26%	323,136.85
3	15-Jan-15	01-Feb-15	Local Agency Investment Fund	Northern Inyo Hospital	0.26%	8,232,134.76
4	20-May-10	20-May-15	First Republic Bank-Div of BOFA	Financial Northeaster Corp.	3.10%	100,000.00
SHORT TERM INVESTMENTS						8,655,271.61
5	16-Apr-14	15-Oct-16	Wachovia Corp New Note	Multi-Bank Service	1.38%	552,142.50
6	13-Jun-14	13-Jun-18	Synchrony Bank Retail-FNC	Financial Northeaster Corp.	1.60%	250,000.00
7	28-Nov-14	28-Nov-18	American Express Centurion Bank	Financial Northeaster Corp.	2.00%	150,000.00
8	02-Jul-14	02-Jul-19	Barclays Bank	Financial Northeaster Corp.	2.05%	250,000.00
9	02-Jul-14	02-Jul-19	Goldman SachsBank USA NY CD	Financial Northeaster Corp.	2.05%	250,000.00
LONG TERM INVESTMENTS						1,452,142.50
TOTAL INVESTMENTS						10,107,414.11
2	15-Jan-15	01-Feb-15	LAIF Defined Cont Plan	Northern Inyo Hospital	0.26%	600,268.22

NORTHERN INYO HOSPITAL
OPERATING STATISTICS
for period ending January 2015

	FYE 2015		FYE 2014	Variance	
	Month to Date	Year-to-Date	Year-to-Date	from PY	
Licensed Beds	25	25	25		
Total Patient Days with NB	340	2,444	1,673	771	46%
Swing Bed Days	44	489	28	461	
Discharges with NB	117	747	667	80	
Days in Month	31	215	515		
Occupancy	10.97	11.37	3.25	8	
Average Stay (days)	2.91	3.27	2.51	1	
Hours of Observation (OSHPD)*	2	3,494	5,140	(1,646)	
Observation Adj Days	0	146	214	(69)	
ER Visits (OSHPD)	642	4,609	4,573	36	
Outpatient Visits (OSHPD)	3,390	22,091	22,310	(219)	
IP Surgeries (OSHPD)	20	166	169	(3)	
OP Surgery (OSHPD)	83	629	570	59	
Worked FTE's **	401.82	298.74	319.16	(20)	
Paid FTE's **	463.47	343.86	367.59	(24)	
Payor %					
Medicare		42%	43%	-1%	
Medi-Cal		22%	17%	5%	
Insurance, HMO & PPO		34%	36%	-2%	
Indigent (Charity Care)		0.2%	1%	-1%	
All Other		2%	3%	-1%	
Total		<u>100%</u>	<u>100%</u>		

*Observation Hours have been corrected for the year

** three pay periods in January 2015

CAPITOL OFFICE
STATE CAPITOL, ROOM 3076
SACRAMENTO, CA 95814
(916) 651-4008

DISTRICT OFFICES
102 GROVE AVE., SUITE B
OAKDALE, CA 95361
(209) 848-8001

6215 NORTH FRESNO STREET
SUITE 104
FRESNO, CA 93710
(559) 253-7122

33 C BROADWAY
JACKSON, CA 95642
(209) 223-9140

WWW.SEN.CA.GOV/BERRYHILL

California State Senate

SENATOR
TOM BERRYHILL
EIGHTH SENATE DISTRICT



COMMITTEES
SENATE REPUBLICAN CAUCUS
CHAIR
GOVERNMENTAL ORGANIZATION
VICE CHAIR
HUMAN SERVICES
VICE CHAIR
AGRICULTURE
BUSINESS, PROFESSIONS AND
ECONOMIC DEVELOPMENT
INSURANCE

March 5, 2015

Mrs. Victoria Alexander~Lane, CEO
Northern Inyo County Local Hospital District
150 Pioneer Lane
Bishop, CA 93514

Dear Mrs. Alexander~Lane:

It is with great pleasure that I extend my congratulations to you and the Northern Inyo County Local Hospital District for receiving the "2014 ALPHA Fund Champions Award" at the ALPHA Fund Participants' Meeting held in Newport Beach. Your hospital's hard work and dedication have earned you this prestigious recognition.

This award reflects your commitment to the residents of Inyo County and excellence in the healthcare industry. I look forward to your continued success and service. On behalf of everyone in the community, congratulations.

Sincerely,

Tom Berryhill
Senator, 8th District

TB:gv



NORTHERN INYO HOSPITAL
Northern Inyo County Local Hospital District
150 Pioneer Lane, Bishop, California 93514

Medical Staff Office
(760) 873-2136
(760) 873-2130

voice
fax

TO: NICLHD Board of Directors
FROM: Thomas Boo, MD
Chief of Medical Staff
DATE: March 3, 2015
RE: Medical Executive Committee report

The NIH Medical Staff Executive Committee met on this date. Following careful review and consideration, the Committee agreed to recommend the following to NICLHD Board of Directors:

1. Approval of the following policies/procedures and manual, which have been reviewed and recommended by appropriate Medical Staff committees:
 - A. Policies/Procedures/Standardized Procedure
 - 1) Standardized Procedure – *Certified Nurse Midwives First Assisting During Cesarean Section*
 - 2) Policy/Procedure - *Sexual Assault Exam Policy*
 - 3) Policy/Procedure - *Code Blue Procedure - Code Blue Team*
 - 4) Policy/Procedure – *Gait Belt Policy*
 - 5) Policy/Procedure – *Patient Food from Non-Hospital Sources*
 - 6) Policy/Procedure – *Infection Prevention Plan*
 - 7) Policy/Procedure - *Dishes in Staff Break Room Areas*
 - B. *Clinical Diet Manual*

Thomas Boo, MD, Chief of Staff

**NORTHERN INYO HOSPITAL MEDICAL STAFF
STANDARDIZED PROCEDURE FOR
CERTIFIED NURSE MIDWIVES
FIRST ASSISTING DURING CESAREAN SECTIONS**

I. POLICY:

- A. The Certified Nurse Midwife (CNM) assists the attending surgeon during a cesarean section by providing aid in exposure, hemostasis, and other technical functions which will help the surgeon carry out a safe operation with optimal results for the patient.
- B. Only a CNM currently licensed in California, who meets all of the criteria specified in Appendix A may perform this procedure.

The CNM will be evaluated for continued competency 90 days after assuming this expanded role and yearly thereafter. The evaluation will be performed by a physician and will contain input from the appropriate attending surgeon(s) based on this standardized procedure, chart review, and their observations.

- C. The CNM may function under this standardized procedure only when the following conditions are met:
 - 1. The attending surgeon has determined that the CNM can provide competent assistance during a cesarean section.
 - 2. The CNM functions under the direct supervision of the attending surgeon.

II. STANDARDIZED PROCEDURE:

The CNM will:




- A. Assist with the positioning, prepping and draping of the patient, or perform these actions independently, if so directed by the surgeon.
- B. Provide retraction by:
 - 1. Closely observing the operative field at all times.
 - 2. Demonstrating stamina for sustained retraction.
 - 3. Retaining manually controlled retractors in the position set by the surgeon with regard to surrounding tissue.
 - 4. Managing all instruments in the operative field to prevent obstruction of the surgeon's view.
 - 5. Anticipating retraction needs with knowledge of the surgeon's preferences and anatomical structures.
- C. Provide hemostasis by:
 - 1. Applying the electrocautery tip to clamps or vessels in a safe and knowledgeable manner, as directed by the surgeon.
 - 2. Sponging and utilizing pressure, as necessary.
 - 3. Utilizing suctioning techniques.
 - 4. Applying clamps on superficial vessels and tying or applying electrocoagulation to them, as directed by the surgeon.
 - 5. Placing suture ligatures in the muscle, subcutaneous and skin layer.

- D. Perform knot tying by:
1. Having knowledge of the basic techniques of knot tying to include the two-handed tie, the one-handed tie, and the instrument tie.
 2. Tying knots firmly to avoid slipping.
 3. Avoiding undue friction to prevent fraying of suture.
 4. "Walking" the knot down to the tissue with the tip of the index finger and laying the strands flat.
 5. Approximating tissue rather than pulling tightly to prevent tissue necrosis.
- E. Perform dissection as directed by the surgeon by:
1. Having knowledge of the anatomy.
 2. Demonstrating the ability to use the appropriate instrumentation.
 3. For abdominal surgery: dissection includes all layers down to, but not including, the peritoneum.
- F. Provide closure of layers of tissue as directed by the surgeon, including the fascia, the subcutaneous tissue, and the skin by:
1. Correctly approximating the layers, under direction of the surgeon.
 2. Demonstrating knowledge of the different types of closures, including but not limited to: interrupted vs. continuous, skin sutures vs. staples, subcuticular closure, and horizontal mattress.
 3. Correctly approximating skin edges when utilizing skin staples or suture.
- G. Assist the surgeon at the completion of the surgical procedure by:
1. Affixing and stabilizing all drains.
 2. Cleaning the wound and applying the dressing.

The CNM practices within the appropriate limitations and may choose not to perform those functions for which he/she has not been prepared or which he/she does not feel capable of performing.

APPENDIX A

- I. A CNM with Medical Staff privileges at NIH may function as a first assistant during cesarean sections if all of the following conditions have been met:
 - A. Currently licensed as a CNM in the state of California.
 - B. Successful completion of an accredited Certified Nurse Midwife program.
 - C. CNMs who have not been educated and trained as a first assistant prior to or during their midwifery education must complete a formal continuing education course approved by the American College of Nurse-Midwives (ACNM).
 - D. Demonstrated knowledge and skill in applying principles of asepsis and infection control and demonstrated skill in behaviors that are unique to functioning as a CNM.
 - E. Demonstrated knowledge of surgical anatomy, physiology, and the cesarean section procedure.
 - F. Demonstrated ability to function effectively and harmoniously as a team member.
 - G. Able to perform CPR; ACLS completion preferred.
 - H. Able to perform effectively in stressful and emergency situations.

APPROVALS SIGNATURES	DATE
 Chair, Surgery, Tissue, Transfusion and Anesthesia Committee	2/19/15
 Chair, Interdisciplinary Practice Committee	2/2/15
 Chair, Medical Executive Committee	3/3/2015
President, NICLHD Board of Directors	

CNM Authorized to Perform this Protocol	Date of Approval by District Board of Directors
Signature of Supervising Physician	Date

CNM Authorized to Perform this Protocol	Date of Approval by District Board of Directors
Signature of Supervising Physician	Date

CNM Authorized to Perform this Protocol	Date of Approval by District Board of Directors
Signature of Supervising Physician	Date

CNM Authorized to Perform this Protocol	Date of Approval by District Board of Directors
Signature of Supervising Physician	Date

CNM Authorized to Perform this Protocol	Date of Approval by District Board of Directors
Signature of Supervising Physician	Date

CNM Authorized to Perform this Protocol	Date of Approval by District Board of Directors
Signature of Supervising Physician	Date

CNM Authorized to Perform this Protocol	Date of Approval by District Board of Directors
Signature of Supervising Physician	Date

Procedure	
Signature of Supervising Physician	Date



POSITION STATEMENT

The Certified Nurse-Midwife/Certified Midwife as First Assistant during Surgery

The American College of Nurse-Midwives (ACNM) affirms the following:

- Acting as the first assistant during obstetric and gynecologic (OB/GYN) surgery is within the scope of expanded practice of a certified nurse midwife/certified midwife (CNM/CM).
- The ACNM Standards for the Practice of Midwifery,¹ specifically Standard VIII, outline the steps for CNMs and CMs to follow to prepare for the role of first assistant.
- A specific credential external to the midwifery* profession is not necessary for the CNM/CM to function as first assist during OB/GYN surgery, as ACNM Standard VIII provides for a competency-based approach to expanding skills and practice as a midwife.
- A number of different education and training mechanisms are appropriate for midwives who choose to develop the expanded practice skill set necessary to practice in the first assistant role during OB/GYN surgical procedures.

Background

Serving as first assistant at cesarean birth is a frequently performed, expanded, midwifery practice skill. Expanding midwifery practice to include the ability to serve as first assistant during OB/GYN surgery can promote woman-centered care, enhance continuity of care, improve access and timeliness of emergency care, and increase the value of the CNM/CM as a member of the healthcare team. The role of the midwife as first assistant is one of active participation and requires the midwife to function independently in a coordinated and collaborative manner with the surgeon in order to facilitate a safe surgical procedure.

Individuals who seek certification from the American Midwifery Certification Board (AMCB) must graduate from an education program accredited by the Accreditation Commission for Midwifery Education (ACME) (formerly the American College of Nurse-Midwives Division of Accreditation [ACNM DOA]) and must demonstrate clinical skills and scientific knowledge as outlined in the ACNM Core Competencies for Basic Midwifery Practice.² Midwifery education includes knowledge and competencies required for first assistants, including patient assessment, anatomy and physiology, and principles of wound repair. Midwifery education also includes the development of basic surgical skills such as aseptic technique and suturing.

Consistent with the ACNM Standards for the Practice of Midwifery,¹ the organization provides ACNM and AMCB CNMs and CMs a mechanism with which to expand their scopes of practice and gain new technical skills while following the steps outlined in Standard VIII of the Standards for the Practice of Midwifery:

STANDARD VIII

MIDWIFERY PRACTICE MAY BE EXPANDED BEYOND THE ACNM CORE COMPETENCIES TO INCORPORATE NEW PROCEDURES THAT IMPROVE CARE FOR WOMEN AND THEIR FAMILIES. The midwife:

1. Identifies the need for a new procedure taking into consideration consumer demand, standards for safe practice, and availability of other qualified personnel.
2. Ensures that there are no institutional, state, or federal statutes, regulations, or bylaws that would constrain the midwife from incorporation of the procedure into practice.
3. Demonstrates knowledge and competency, including:
 - a) Knowledge of risks, benefits, and client selection criteria.
 - b) Process for acquisition of required skills.
 - c) Identification and management of complications.
 - d) Process to evaluate outcomes and maintain competency.
4. Identifies a mechanism for obtaining medical consultation, collaboration, and referral related to this procedure.
5. Maintains documentation of the process used to achieve the necessary knowledge, skills and ongoing competency of the expanded or new procedures.¹

As with any expanded midwifery practice skill, the choice to act as first assistant is based on the individual midwife's education, employment, and professional interests. The ability to act as surgical first assistant is governed by hospital credentialing processes, medical staff regulations, and, in some states, licensure. Following appropriate education and training and demonstrated competency, midwives can seek privileges to function in the perioperative setting and assist with cesarean birth, tubal ligation, and other OB/GYN surgery.

Educational Preparation

To assure that midwives who serve as first assistants do so safely within the scope of midwifery practice, ACNM requires that midwives who have not been educated and trained as a first assistants prior to or during their midwifery educations

- Follow Standard VIII to gain the knowledge and learn the procedures necessary to demonstrate competency as first assistant at obstetric or gynecologic surgery and
- Document the education, training, and evaluation process.

In utilizing the steps outlined in this standard, CNMs/CMs are responsible for obtaining and documenting their educational process, which may include, but is not limited to formal study, supervised practice, and comprehensive evaluation.

Scope of Practice

The activities midwives perform as first assistants are further refinements of midwifery practice that are executed within the context of an active collaborative relationship with the surgeon in a manner supportive of the woman and her family. The perioperative scope of practice for the midwife first assistant includes pre, intra, and postoperative care. Components of care will vary with the individual's education, clinical experience, clinical practice site, state licensing statute or rule, and surgeon preference.

The preoperative skill set demonstrated by the midwife first assistant may include, but is not limited to

- Determining the need for cesarean and obtaining surgical consultation
- Performing the preoperative history and physical examination
- Writing preoperative orders
- Obtaining informed consent
- Providing support and information

The intraoperative skill set demonstrated by the midwife first assistant may include, but is not limited to:

- Patient positioning, preparation, and draping
- Application of surgical aseptic technique
- Using surgical instruments and devices
- Providing exposure
- Handling and dissection of tissue
- Wound closure and suturing
- Providing hemostasis
- Initiating emergency actions as indicated

The postoperative skill set demonstrated by the midwife first assistant may include, but is not limited to:

- Immediate postoperative orders
- Postoperative rounds
- Identification and triage of postoperative complications
- Postoperative follow-up after discharge

ACNM Standard VIII provides a competency-based approach to expanding skills and practice for midwives. A specific credential external to the midwifery profession for surgical first assistant is indicated only when the midwife chooses to assist with surgery beyond the midwife's scope of practice as defined by ACNM.³

REFERENCES

1. American College of Nurse-Midwives. Standards for the practice of midwifery. [http://www.midwife.org/siteFiles/descriptive/Standards for Practice of Midwifery 12_09_001.pdf](http://www.midwife.org/siteFiles/descriptive/Standards%20for%20Practice%20of%20Midwifery%2012_09_001.pdf). Published December 4, 2009. Accessed May 2, 2012.
2. American College of Nurse Midwives. Core competencies for basic midwifery practice. http://www.midwife.org/ACNM/files/ACNMLibraryData/UPLOADFILENAME/000000000050/Core_Competencies_6_07.pdf. Published January 15, 2008. Accessed May 2, 2012.
3. American College of Nurse-Midwives. *Midwife as Surgical First Assistant Handbook*. Silver Spring, MD: American College of Nurse Midwives; 2006.

RESOURCES

American College of Surgeons. Statements on principles. Principle 1G surgical assistants. http://www.facs.org/fellows_info/statements/stonprin.html#anchor129977. Accessed May 2, 2012.

APRN Consensus Work Group & the National Council of State Boards of Nursing APRN Advisory Committee. Consensus model for APRN regulation: licensure, accreditation, certification & education. <http://nursingworld.org/DocumentVault/APRN-Resource-Section/ConsensusModelforAPRNRegulation.pdf>. Published July 7, 2008. Accessed May 2, 2012.

Association of Perioperative Registered Nurses. AORN Standards for RN First Assistant Education Programs. In: *Perioperative Standards and Recommended Practices*. Denver, CO: Association of Perioperative Registered Nurses; 2012:749-751.

Tharpe N. First assisting in obstetrics: a Primer for women's healthcare professionals. *Journal of Perinatal & Neonatal Nursing*. 2007;21(1):30-38.

* Midwifery as used throughout this document refers to the education and practice of certified nurse-midwives (CNMs) and certified midwives (CMs) who have been certified by the American College of Nurse-Midwives (ACNM) or the American Midwifery Certification Board (AMCB), formerly the ACNM Certification Council, Inc. (ACC).

Source: Division of Standards & Practice
Approved by ACNM Board of Directors: May 1998
Revised: October 2008
Revised and Approved BOD: April 2012



NORTHERN INYO HOSPITAL
Northern Inyo County Local Hospital District
 150 Pioneer Lane, Bishop, California 93514

Medical Staff Office
 (760) 873-2136 voice
 (760) 873-2130 fax

TO: Northern Inyo Hospital Medical Executive Committee
 DATE: February 3, 2015
 RE: Mail Ballot for Approval of Hospital Wide Standardized Procedures

Please indicate below if you vote to recommend approval of the attached, amended NIH Hospital wide Standardized Procedures:

Standardized Procedure	Recommend Approval	Do Not Recommend Approval
Certified Nurse Midwife Surgical Assisting during Cesarean Sections		

Signature: _____

Print Name: _____

Date: _____

Please, RETURN BALLOT TO MEDICAL STAFF OFFICE PROMPTLY.

See Attached Signatures

Perinatal/Pediatrics Committee

- ✓ Charlotte Helvie, MD, Chair * *mo 2/4/15 085*
- ✓ L. Jeanine Arndal, MD * *L. Arndal*
- ✓ Thomas Boo, MD *Boo*
- ✓ Stacey Brown, MD *
- ✓ Kristin Collins, DO *
- Anne Gasior, MD
- Catherine Leja, MD
- ~~Amr Ramadan, MD~~
- Jennifer Scott, MD
- Taema Weiss, MD *
- ✓ Matthew Wise, MD *mwise*
- Dan David, RN (Ex-Officio non-voting member)
- Barbara Smith, RN (Ex-Officio non-voting member)
- Maria Sirois, Performance Improvement (Ex-Officio non-voting member)

Surgery, Tissue, Transfusion and Anesthesia Committee

- ✓ Curtis Schweizer, MD, Chief/Chair *C Schweizer*
- ✓ L. Jeanine Arndal, MD
- Tomi Bortolazzo, MD
- D. Scott Clark, MD
- ✓ J. Daniel Cowan, MD - *DOC*
- ✓ Robbin Cromer-Tyler, MD - *Rob*
- Andrew Hewchuck, DPM
- ✓ Richard Meredick, MD (Provisional) -non voting *ef*
- ~~Amr Ramadan, MD~~
- ✓ Thomas Reid, MD *TK Reid*
- ✓ Mark Robinson, MD *Robinson*
- ✓ Anthony Schapera, MD
- Eva Wasef, MD *non-voting*
- ✓ Matthew Wise, MD (Provisional) *mwise*
- Kathy Decker, RN, CNO (Ex-Officio non-voting member)
- Ann Wagoner, RN (Ex-Officio non-voting member) *AWagoner*
- Maria Sirois, Performance Improvement (Ex-Officio non-voting member)

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Sexual Assault Exam Policy	
Scope: Emergency Dept	Emergency Department Manual
Source: Director of Nursing Critical Care	Effective Date: 12/01/2014

PURPOSE:

1. To promote appropriate physical care and compassionate emotional care to victims of suspected sexual assault.

POLICY:

1. To provide a complete forensic examination with accurate documentation.
2. To provide the patient with the necessary follow-up options regarding data, medical, emotional and financial issues.

PROCEDURE ON PATIENT ARRIVAL:

1. Triage patient. **First respond to acute injury and trauma care needs.**
 - Forensic exam process can continue only after emergent and traumatic injuries have been evaluated and treated as necessary.
2. The victim will be provided with privacy immediately upon arrival and during all aspects of care.
3. Notify law enforcement if not already notified of patients arrival in ED.
 - If patient arrives with law enforcement, obtain a brief history from officer
 - If patient arrives by self, with family, friend, or rape crisis advocate, notify law enforcement.
 - Law enforcement should be notified regardless of whether the victim wants to report the assault or not.
4. Notify Wild Iris advocate of patient arrival if not already notified by law enforcement.
 - Wild iris advocate is valuable emotional support and can provide patient with information regarding victim services.
5. Obtain authorization from law enforcement for SA evidentiary forensic exam.
6. Obtain consent from patient for SA forensic exam.
 - In CA. Age of consent for SA examination is 12 and above.
 - If pt. Is 12-17 yrs. Of age, parental notification should be attempted- record time and date of call from ED and whether contact was successful or not. The basic message should be, "Your child is in the hospital."
 - Initial verbal consent from patient is acceptable to initiate SA process but written consent should be signed soon after.
7. **Forensic SA evidentiary examination can be done only if both law enforcement authorization and patient consent is given.**
8. SA forensic examination will be provided by ED RN in order of availability.
 - Sexual Assault Forensic Examiner (SAFE) RN on duty.
 - ED RN with completed SA competencies and SA hospital training on duty.
 - Called in SAFE RN not on duty
 - Called in SA hospital trained, competent ED RN not on duty
 - ED RN on duty with completed SA competency every 3 years.
9. Notify House Supervisor of SA patients presence in ED and pending examination for staff coverage.
10. An ED chart is generated as normally done.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Sexual Assault Exam Policy	
Scope: Emergency Dept	Emergency Department Manual
Source: Director of Nursing Critical Care	Effective Date: 12/01/2014

- Clerk will provide labels for evidence collection.
 - ED chart labels will not have patients PMD.
11. Have MD order lab tests through Paragon for urine EPT, HIV, Hepatitis C antibody.
- Collect dirty urine specimen for pregnancy test. (no wiping before or after urine collection).
 - Draw blood for HIV and Hepatitis C antibody.
 - If initial interview reveals possible drug or alcohol involvement in assault, MD may order UA toxicology screen and serum blood alcohol level.
 - Law enforcement may request separate forensic blood tubes for evidence kit.

PROCEDURE FOR FORENSIC EXAM:

1. Make sure all consents are signed by law enforcement and patient before start of exam.
 - Cal-EMA 2-923 Form. (Victim- acute assault < 72 hrs.)
 - Authorization to Disclose Health Information- released to patient's preference.
2. Provide physical comfort.
 - If patient is cold, collect clothing as per evidentiary procedure and provide gown and blanket.
 - If thirsty, collect oral swabs before fluids are given.
3. Gather all necessary equipment for exam. Preferably in Rm. # 6.
 - SART Cart- contains tape, scissors, markers, extra slides, cover slips, Envelopes, bindle paper, 10 ml saline, 10 ml sterile water, lab tubes, Speculums, anoscope, GYN pads, lab tubes
 - Victim Evidence Kit
 - Specimen Dryer- wipe dryer with 10 % bleach wipe prior to use and turn fan on to maximum hour.
 - Woods Lamp
 - Camera
 - Red Box with SART medications.
4. Proceed with evidentiary exam as per Cal-EMA protocol.
 - Examiner obtains assault history, perform physical examination and evidentiary collection according to protocol
 - ED Physician will perform pelvic and anal exam.
 - RN is responsible for labeling all evidence including vaginal/cervical/anal swabs collected by MD.
 - All evidence collected goes inside evidence kit. Forensic blood tubes, if collected, go in a separate box.
5. NEVER LEAVE THE EVIDENCE UNATTENDED. Have another staff member check in room occasionally if anything is needed.
6. Double check Cal-EMA form for completeness.
7. Make 2 copies of completed Cal-EMA exam forms.
 - 1 copy goes to law enforcement
 - 1 goes with ED chart

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Sexual Assault Exam Policy	
Scope: Emergency Dept	Emergency Department Manual
Source: Director of Nursing Critical Care	Effective Date: 12/01/2014

- Original form goes inside evidence box before it is sealed.
8. Do not tear down ED chart.
- Place Cal-EMA forms and ED chart in yellow envelope marked *Confidential* and deliver to Emergency Department Director.
 - During off- hours, request house supervisor to open Directors office and leave chart on desk.

TREATMENT and FOLLOW UP:

1. Offer patient hospital emergency contraception and STD prophylaxis.
 - Verify results of EPT before giving meds.
 - Medications are in red box- in med room.
 - Ceftriaxone 125 mg IM
 - Azithromycin 1 Gm. PO
 - Metronidazole 2 Gm. PO
 - Plan B 1 tab PO
 - If patient is allergic to any meds, there are other options available (call pharmacy)
 - If patient take any of the meds, fill out charge sheet and send with ED chart and call pharmacy to refill box.
2. Inform patient they can choose to have the follow up with their primary physician or with Inyo County Health Dept.
 - If pt. chooses to follow up with Health Dept, follow up call will be in 3-5 days.
 - Contact Health Department SA RN and give information re: date of exam and patients name, meds given, labs drawn and brief patient medical history.
 - Further information can be obtained by Health Department in Medical Records
3. Follow up may include:
 - Test result disclosure
 - HIV/Hepatitis C Counseling
 - Re-evaluation of physical injuries
 - Reevaluation for pregnancy and STD
 - Assessment for Rape Trauma Syndrome
 - Social services assistance
4. Discharge patient through Logicare with diagnosis of sexual assault and other medical diagnosis if present. Include teaching regarding any prophylactic medications given in ED.
5. Notify Business Office Manager of SA examination and give date, name of RN, and MD involved in exam. This is for charging purposes since SA chart does not follow the usual charging process.

DOCUMENTATION:

1. Documentation will be done as always in the ED chart. Triage complaint is entered as

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Sexual Assault Exam Policy	
Scope: Emergency Dept	Emergency Department Manual
Source: Director of Nursing Critical Care	Effective Date: 12/01/2014

Sexual Assault and medication profile completed in Paragon.

2. All information related to the forensic evidentiary examination are documented in the appropriate Cal-EMA form.

REFERENCES:

1. California SART Report (2009) California Clinical Forensic Medical Training Center. UC Davis Health System.
2. SART Manual (2014 updated) Riesche, et.al. Northern Inyo Hospital

CROSS REFERENCED POLICIES:

Sexual Abuse Examination Child/Adolescent
Sexual Assault Form Adult/Adolescent
Sexual Assault Response Team
Child Abuse or Suspected Abuse or Sexual Assault Guidelines

	Date
Clinical Consistency Oversight Committee	10/14
Emergency Room Medical Committee	09/14
MEC	02/15
Board of Directors	03/15

Developed: 12/2000

Reviewed: 2003, 2006, 2009, 2012, 2015as

Revised: 10/2014

Supercedes:

Responsibility for review and maintenance: Emergency Department Clinical Staff Educator, or DON of Critical Care.

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Sexual Assault Exam Policy	
Scope: Emergency Dept	Emergency Department Manual
Source: Director of Nursing Critical Care	Effective Date: 12/01/2014

Committee approval: __no __X_yes

Responsibility for review and maintenance: Emergency Room Nurse Manager

Index Listings: Sexual Assault Exam; Rape Exam

Revised: 12/2000; 2/2002, 2014as

Draft

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Code Blue Procedure - Code Blue Team	
Scope: Hospital Wide	Department: Emergency Dept, ICU/CCU, Medical/Surgical, OB/Gyn, Outpatient, PACU, Surgery
Source: Resuscitation Committee	Effective Date: 6/15/2014

PURPOSE:

The primary goal of the Code Blue Team is the immediate treatment of the patient in cardiopulmonary arrest. This team will respond to an announced Code Blue that occurs anywhere in the hospital. The Code Blue Team shall consist of the Emergency Department physician or attending physician, Respiratory Therapist, and four members of the nursing staff who are selected by the Nursing Supervisor at the beginning of each shift.

POLICY:

The ED physician shall be the code blue team leader until the patient's attending physician arrives, or until other arrangements have been made. It is essential that the team members be informed when any change of physician leader has occurred. Code team duty cards may be carried by each member of the team. These cards are attached to the side of each crash cart.

A Code Blue Critique will be completed after every Code Blue by the Code I team member and the physician team leader of the code. All codes will be peer reviewed as a critical indicator for the Emergency Department. The Code Blue Critique will be attached to the critical indicator sheet for peer review. A copy of the Code Blue Critique will be sent to the Staff Development department.

Advanced Directives and Physician Orders for Life Sustaining Treatment (POLST) will be reviewed and communicated to the Code Blue Team Leader as soon as possible.

PROCEDURE:

CODE I: RN LEADER

Code I will be filled by the ED Critical Care Coordinator or Lead RN in the ED. If the patient is in the ICU, then the RN caring for the patient may be Code I.

Qualifications: ED or ICU RN with current ACLS and PALS certification.

Performs or delegates the following:

1. Coordinates team members and treatment. Ascertains physician in charge and receives orders directly from that physician.
2. Insures that all Basic Life Support is delivered per latest American Heart Association standards, including proper rate and depth of compressions, adequate changes in compressor role, and quick resumption of CPR after interventions or pulse checks.
3. Follows ACLS and PALS algorithms and performs cardioversions, pacing, defibrillation, monitors patients and administers drugs as per Medical Staff orders. All procedures, treatments, and medications will be carried out per order of the physician, with the use of closed loop communication.
4. All procedures, treatments, and medications will be communicated to the recorder to insure complete and timely documentation.
5. Insures that noise and unnecessary conversations are kept to a minimum.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Code Blue Procedure - Code Blue Team	
Scope: Hospital Wide	Department: Emergency Dept, ICU/CCU, Medical/Surgical, OB/Gyn, Outpatient, PACU, Surgery
Source: Resuscitation Committee	Effective Date: 6/15/2014

6. Will determine persons necessary during resuscitation, and will work with the House Supervisor to release staff that are not needed.
7. Insures notification of family and makes sure staff member assigned to family if present during the resuscitation.

CODE II: STAFF ASSIST

RN

1. Positions bed and removes head board. Exposes patient's chest and/or body as necessary while providing as much privacy as possible.
2. Brings crash cart to the bedside. Crash cart response map will be used to determine which crash cart will be used for resuscitation site.
3. Applies fast patches and/or monitor leads from the Philips MRX monitor.
4. Runs initial monitor strip, labels, reviews with the Physician and/or Code I
5. Assist with any additional procedures as needed.
6. Insert NG tube or delegate
7. Insert Foley catheter or delegates
8. Set up cut down tray/CVP as needed or prepares EZIO for physician.
9. Finishes undressing patient
10. Insures that Vital Signs are done every 5 minutes if BP and pulse present.

CODE III: COMPRESSION

Nurses Assistant, Unit Clerk, RN, LVN, Ancillary Department Staff.

Qualifications: Current BLS card with no medical restrictions for performing CPR.

1. Places backboard under patient. This can be found on the back of the crash cart. Note that the patient is properly positioned.
2. Takes over cardiac compressions. This requires frequent changes with no person performing compression for longer than 2 minutes at a time. This is to insure good quality compressions are maintained and to avoid fatiguing staff.

CODE IV: RECORDER

Code IV may be performed by the nursing supervisor, ED RN, or ICU RN. Daily assignments should be for a second ED nurse at all times. In the event that both ED nurses cannot leave the ED, the CODE IV assigned nurse will stay, and this position will be filled by the supervisor. No staff will be assigned this position if they do not maintain a current ACLS and PALS certification.

1. Recorder - records all information during code on code sheet
2. Accurately times start of Code and all treatments.
3. Charts VS Q 5 min. when BP and pulse present or insures that an electronic record of vital signs is maintained.
4. Prompts Code I for appropriate ACLS and PALS protocols.
5. Sees that Quality Review Report and code critique are completed and routed to Performance Improvement

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Code Blue Procedure - Code Blue Team	
Scope: Hospital Wide	Department: Emergency Dept, ICU/CCU, Medical/Surgical, OB/Gyn, Outpatient, PACU, Surgery
Source: Resuscitation Committee	Effective Date: 6/15/2014

RESPIRATORY THERAPIST:

1. Manages airway and ventilations
3. Assist with intubation and secures tube
4. When necessary, requests Code I to get someone to ventilate while ABGs drawn after secured intubation.
5. Monitor SpO₂, and ETCO₂ on all patients in a resuscitation.
6. Assist with transport for procedure or transfer

WARD CLERK/ ED TECH:

1. Calls ancillary services by order of Code I
2. Order all labs and tests ordered.
3. Runner if needed.
4. Obtains old records, if available.

SPECIAL CONSIDERATIONS: None

EQUIPMENT: Crash Cart

DOCUMENTATION: Patient Recording Sheet and Code Blue Critique

Committee Approval	Date
Resuscitation Committee	5/14/2014
Emergency Medical Care Committee	5/15/2014
Clinical Consistency Committee	6/5/2014

Committee approval needed: Emergency Medical Care Committee

Responsibility for review and maintenance: Director of the Emergency Department

Index Listings: Code Blue Protocol Procedure; Cardiopulmonary Resuscitation: Code Blue Protocol

Revised: 3/98; 02/01 JK; 12/03, 06/11AS, 7/14 AS

CODE BLUE CRITIQUE

Date _____ Time _____ Location _____

Drill _____ Patient # _____

Team Members

Name

Performance

Code I	_____	_____
Code II	_____	_____
Code III	_____	_____
Code IV	_____	_____
RT	_____	_____
ER M.D.	_____	_____
Other	_____	_____

Comments

Was Arrival time prompt?	_____ Yes	_____ No	_____
Was equipment functioning properly?	_____ Yes	_____ No	_____
Was equipment used properly?	_____ Yes	_____ No	_____
Basic CPR instituted?	_____ Yes	_____ No	_____
Airway?	_____ Yes	_____ No	_____
Compression?	_____ Yes	_____ No	_____
Pulse Checks?	_____ Yes	_____ No	_____
Pediatric Only			
Broselow tape used appropriately?	_____ Yes	_____ No	_____

General Overview

Observers: _____

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Gait Belt Policy	
Scope: Hospital wide	Manual: CPM - MAO
Source: M/S-NURSE MNGR	Effective Date:

PURPOSE: The use of a gait belt is to put less strain on the back of the care giver and to provide support for the patient improving patient and staff safety during transfers.

POLICY: It is the policy of Northern Inyo Hospital to describe its Hospital Wide Nursing gait belt policy and procedure.

Definition: A gait belt is a device used to transfer people from one position to another or from one thing to another. The gait belt at this facility is made of a wipe down product with a sturdy plastic buckle made specifically for the average weight of an adult. There are also 2 belts specifically made for the Bariatric patient.

Guidelines:

1. The gait belt is to be worn around a patient's waist.
2. The gait belt is used to move a patient from a standing or seated position to a wheelchair or bedside chair.
3. The gait belt may be used to ambulate a patient as an assistive device to prevent falling.
4. The proper way to apply it is to keep two fingers between the belt and the patient's body. Tighten it until there is just enough room for the fingers.
5. If the belt is too loose you can either have it slip upward and injure the patient's chest (especially the female patient) or increase the risk for dropping the patient once the weight is put on the belt.

PROCEDURE:

1. Gait belt education:
 - During orientation each new staff member will go through training on the following:
 - a. The gait belt policy and procedure
 - b. The proper use of the gait belt.
 - c. Ergonomic training by Physical Therapy
 - d. Patient population indicated for the use of the gait belt
 - e. Infection control policy as to cleaning and care of.
2. Placement of the gait belt:
 - A gait belt can be found in each acute care patient room in the Acute/Sub acute unit hanging from a hook at the head of the bed.
 - The other nursing units will have gait belts available in a designated spot of their choice with staff education on where to locate a belt if needed.
 - Gait belts should not be used between patients. The gait belt must be cleaned prior to use with another patient.
 - If the patient is an inpatient and a gait belt is used the belt stays with the patient until discharge.
 - At discharge the gait belt is cleaned by environmental services in accordance with the type of cleaning required for the room.
3. Gait belt Utilization:
 - A gait belt will be used to at transfer and ambulation of all patients on fall prevention status as evidenced by the yellow slippers and falling star on the door.
 - Continued assessment of the patient's mobility status and gait belt need is ongoing as patient's status changes.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Gait Belt Policy	
Scope: Hospital wide	Manual: CPM - MAO
Source: M/S-NURSE MNGR	Effective Date:

REFERENCES:

1. OSHA Health Care Facilities Gait belt training. www.osha.gov.
2. TJC (2005) Fall Prevention: <http://www.rehabmart.com/PDFs/M6241-Posey-Falls-Management-Color-Gait-Belts.pdf>

CROSS REFERENCE P&P:

1. Falls Prevention Policy
2. Falls prevention Reminders

Committee Approval	Date
Patient Safe Handling	12/14
CCOC	2/15
MEC	3/15
Board of Directors	4/15

Developed: 11/2014

Reviewed:

Revised:

Supercedes:

Responsibility for review and maintenance:

Index Listings:

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Patient Food from Non-Hospital Sources	
Scope: Nursing Services	Manual: CPM - GNT
Source: CNO	Effective Date:

PURPOSE: To identify the process for storing patient food brought in from non-hospital sources.

POLICY:

1. Patients diets requires a physicians order
2. Special diets may not have food brought in from non-hospital sources unless there is approval from the patient's physician.
3. NIH shall consider patient's food preferences, and special food needs will be provided, if possible: by the Nutritional Services Department.
4. When special food requests can only be met by bringing "food from the outside", it should be handled in a safe and sanitary manner.

PROCEDURE:

1. Food and nutrition products brought in by patients and families shall be evaluated by the patient's nurse, shall be clearly labeled and dated, and shall be stored using proper sanitation, temperature, light, moisture, ventilation and security.
 - a. Any food brought in from the outside shall be labeled with patient's name, date and room number, and held in the refrigerator specifically designated for patient food, for 48-hours only.
2. Perishable food brought from the outside (i.e., not provided by NIH's Nutritional Services Department) should be consumed within two (2) hours of un-refrigerated time.
3. Any perishable foods must be thrown away after two (2) hours of un-refrigerated time. If there is any question of how long a food item has been un-refrigerated, it must be thrown away.
4. Exceptions to this rule are unopened individual containers of pudding, supplements, juices and fruit. After opening, they are perishable. Foods such as fresh fruit, crackers and cookies are generally regarded as safe.

REFERENCES:

1. TJC (March 2013) CAMCAH Provision of Care Standard PC 02.02.03 The CAH hospital makes food and nutrition products available to its patients EP 11 CAH stores food and nutrition products, including those brought in by patients or their families, using proper sanitation, temperature, light, moisture, ventilation, and security.

CROSS REFERENCE P&P:

1. Food Storage

Approval	Date
CCOC	2/15
Dietician	2/15
MEC	3/15

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Patient Food from Non-Hospital Sources	
Scope: Nursing Services	Manual: CPM - GNT
Source: CNO	Effective Date:

Board of Directors	
---------------------------	--

Developed: 2/21/15

Reviewed:

Revised:

Supersedes: Patient Nourishment and Outside Food in the Hospital

Responsibility for review and maintenance:

Index Listings:

DRAFT

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Infection Prevention Plan	
Scope: Hospital Wide	Manual: Infection Control Orange Manual
Source: Manager of Employee Health Infection Control Employee Wellness	Effective Date: TBD 2015

INFECTION CONTROL MISSION STATEMENT

To improve the quality of health by identifying, preventing and controlling the risks of acquiring and transmitting infections among patients, visitors, team members, volunteers and all other healthcare providers, while utilizing evidence based practices and principles.

The Infection Control (IC) Program incorporates Administrative support to ensure adherence to the Program Standards.

Through orientation and an ongoing continuing education program, Northern Inyo Hospital ensures that all team members are effectively trained and educated on infection control issues and procedures. The IC Program ensures that all team members safely interact with our customers.

Adherence to the established IC Program standards is continuously monitored through surveillance. Problems identified through surveillance are analyzed, evaluated, and monitored for resolution. Surveillance is used to identify opportunities to improve care while playing an integral role in continuous quality improvement effort.

The continuously developing Infection Control Program is part of Northern Inyo Hospital's ongoing commitment to provide high quality healthcare. Through the Infection Control Program, Northern Inyo Hospital systematically involves each team member in the process of maintaining a safe environment for our patients, visitors, team members and other healthcare providers.

The driving force behind every recommendation and action of the Infection Prevention Program is:

- to protect the patient/family
- the Health Care Worker (HCW), and
- others in the Health Care environment, and
- to accomplish this in a cost-effective manner whenever possible.

The same high level of precautions is provided for all patients and employees.

SUMMARY OF THE IC COMMITTEE DUTIES

Northern Inyo Hospital's Infection Control Committee has a wide scope of responsibilities and duties. Some of these responsibilities are advisory in nature. The Infection Control Plan delineates the full scope of responsibilities and duties by frequency as listed:

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Infection Prevention Plan	
Scope: Hospital Wide	Manual: Infection Control Orange Manual
Source: Manager of Employee Health Infection Control Employee Wellness	Effective Date: TBD 2015

ANNUAL

Annual Team Member Education
Infection Control Program Evaluation
Evaluation of Infection Control Goals

QUARTERLY

Infection Control Committee Meeting
Submit Quarterly Reports to Safety Committee, Medical Executive Committee, Board of Directors

CONTINUOUS

Identify, Correct, Address Problems or Issues
Monitor and Evaluate Outstanding Problems or Issues
Issue Recommendations to leadership as needed
Development and Implementation of Infection Control Policies
Healthcare – Team Member Education
Orientation Education
Nursing Education

STATEMENT OF PURPOSE

- A. All hospitals run the risk of nosocomial infections, meaning infections acquired in the hospital. These infections may be endemic or epidemic which may affect patients, team members, and others who come into contact with patients.
- B. Northern Inyo Hospital is committed to providing an effective hospital wide program for the surveillance, prevention and control of infection. The infection control process is designed to lower the risks and to improve the rates or trends of epidemiologically significant infections. The surveillance, prevention and control of infection includes processes and activities both in direct patient care and in patient care support coordinated and carried out by the hospital. It also links with external organizational support systems to reduce the risk of infection from the environment, and the community.
- C. The infection control process and its supporting mechanisms are based on current scientific knowledge, acceptable practice guidelines, applicable laws and regulations, sound epidemiologic principles and research on nosocomial infections. It takes into consideration the following factors: the facility's geographic location, patient volume, patient population served, the hospital's clinical focus and number of team members.
- D. The Infection Control Program addresses and prioritizes issues defined by the hospital to be epidemiologically important to the hospital. Information regarding risk, rates and trends in nosocomial infection is used to improve prevention and control activities and to reduce nosocomial infection rates to the lowest possible level. The Infection Control Program is connected with the Inyo County Health Department to ensure appropriate follow-up of infection is implemented within the communities and rural areas served by Northern Inyo Hospital.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Infection Prevention Plan	
Scope: Hospital Wide	Manual: Infection Control Orange Manual
Source: Manager of Employee Health Infection Control Employee Wellness	Effective Date: TBD 2015

GOALS AND OBJECTIVES

- A. To improve compliance with hand hygiene for patients, team members, volunteers, licensed independent practitioners, students, and visitors.
- B. To identify and reduce the risks of acquiring and transmitting multi-drug resistant infections to patients, team members, volunteers, licensed independent practitioners, students, and visitors.
- C. To establish, review and evaluate nosocomial infection data and risk factors found during surveillance activities, then recommend and initiate appropriate improvement activities to address issues related to infection control.
- D. To identify and reduce the risks of acquiring surgical site infections.
- E. To limit the transmission of infections associated with procedures or devices, i.e. ventilators, central lines, and Foley catheters.
- F. To limit the number of infectious diseases exposures to bloodborne pathogens associated with the used of needles or sharp objects through the development of an occupational safety program.
- G. To limit the number of infectious disease exposures to patients, health care team members, volunteers, licensed independent practitioners, students, and visitors, with the use of education and development of employee health program.
- H. To increase compliance with influenza vaccinations for team members, volunteers, students, and licensed independent practitioners with the use of education and policy development.
- I. Network with health care agencies and other organizations in the community to identify and prevent transmission of infections, and assure continuation of services on all levels.
- J. Establish goals each year in conjunction with the Infection Control Committee and the Northern Inyo Hospital Strategic Plan.
- K. Evaluate Infection Control annual goals to determine if they were: met, partially met or not met for each element.

LEADERSHP AND RESPONSIBILITY

- A. Board of Directors

The Board of Directors has the final authority and oversight of the Infection Control Program. The Board monitors and supports organizational efforts to continuously improve the quality of patient care services and customer satisfaction. The Board ensures the necessary resources and education for the hospital to achieve these goals. The Board delegates the responsibility of maintenance of the Infection Control Program to the Medical Executive Committee and Chief Executive Officer.

- B. Medical Executive Committee

The Medical Executive Committee is responsible for overseeing the Infection Control Program and delegates the development and monitoring of infection surveillance, prevention and control processes to the Infection Control Committee. The Medical Executive Committee receives information related to actions taken to resolve issues of infection control and, if necessary, acts upon any issues related to infection control. The Medical Executive Committee grants the Infection Control Manager authority, under the direction of the Infection Control Committee Chair or his/her designee, to institute surveillance, prevention and control measures of studies, when there is reason to believe that any patient or team member may be in danger. In the absence of the Infection Control Manager, cross-trained nursing staff assume the Infection Control responsibilities and are able to take appropriate actions as outlined in Infection Control Policies.

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Infection Prevention Plan	
Scope: Hospital Wide	Manual: Infection Control Orange Manual
Source: Manager of Employee Health Infection Control Employee Wellness	Effective Date: TBD 2015

C. Chief Executive Officer

The Chief Executive Officer of the Hospital serves as a liaison between the Board of Directors and the Medical Executive Committee. He/She ensures that all hospital departments, programs, and disciplines participate in and provide support for the Infection Control Program.

D. Infection Control Committee

(See attached structure appendix 1)

E. Infection Control Medical Staff Chairperson

The Infection Control Medical Staff Chairperson acts as a resource for the Infection Control Manager. This person will have training and/or experience in infection control as stated in *Senate Bill 158* (Attachment 1) and will review the Infection Control Program, including rates, make recommendations as needed and have input into policies and procedures.

F. Infection Control Manager

The Infection Control Manager assumes the responsibility of managing and carrying out the infection surveillance, prevention and control functions within NIH. This person has training in infection surveillance, prevention and control as well as knowledge and job experience in the areas of epidemiological principles and infectious disease, sterilization, sanitation and disinfection practices. This individual also is knowledgeable in adult education principles and patient care practice. This person maintains records and logs of incidents related to infections and communicable disease. The Infection Control Manager and/or designee reviews culture and sensitivity testing, reviews antibiotic usage reports, reports suspected infections, conducts unit specific risk assessments quarterly, infection control annual risk assessment and implements isolation procedures in accordance with hospital policy, maintain policies and procedures that are specific to patient care activities and are based on recognized guidelines and applicable laws and regulations. The Infection Control Manager has input into staff education to ensure all team members are competent to participate in infection monitoring, prevention and control activities. The Infection Control Manager refers cases for physician review and communicates pertinent clinical infection control information to the Infection Control Committee.

G. Informatics Nurse Quality Specialist (INQS) supports the infection control process, including data collection, data analysis, interpretation and presentation of findings and helps the hospital achieve program objectives.

SCOPE AND INTEGRATION

Surveillance prevention and control of infection covers a broad range of processes and activities that are coordinated and carried out by the hospital: (1) in direct patient care and in patient care support and (2) health care team members. The Infection Control Program also links with external organizational support systems to reduce the risk of infection from the environment, including air, food and water sources. The Infection Control Program is a coordinated process to reduce the

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Infection Prevention Plan	
Scope: Hospital Wide	Manual: Infection Control Orange Manual
Source: Manager of Employee Health Infection Control Employee Wellness	Effective Date: TBD 2015

risk of endemic and epidemic nosocomial infections in patients and team members. It is adopted by the Administration, Medical Staff, and team members of NIH to provide for the surveillance and control of infections. The infection control process is integrated with the hospital's overall process for assessing and improving organizational performance. The hospital tracks risks, rates and trends of nosocomial infections. It uses this information to improve prevention and control activities and to reduce nosocomial infection rates to the lowest possible levels. Special monitoring of the environment, continuous evaluation of infection control policies and procedures, and periodic review of the clinical use of antibiotics is utilized. The Infection Control Program also interfaces with the local health department to ensure continuation of care, appropriate follow-up and control of infection as appropriate.

The hospital wide Infection Control Program for surveillance, prevention and control of infection is defined to include the following:

A. Inpatient and outpatient areas

All areas with inpatient beds and all areas where patient care services are provided on an outpatient basis:

- Medical Surgical Telemetry Adult
- Medical Surgical Pediatrics
- Swing
- Inpatient Hospice
- Intensive Care Unit
- Perinatal Services
- Emergency Department
- Perioperative Services
- Outpatient Infusion Center
- Rural Health Clinic

B. Service/Diagnostic Areas

All areas that provide specialized patient treatment or diagnostic services. The nature of these services forces practitioners to put infection control principles into practice:

- Laboratory
- Diagnostic Imaging

C. Support Services

All hospital departments/services that support diagnostic or therapeutic patient care activities and have an identified role in infection control:

- Biomedical Engineering
- Case Management
- Environmental Services
- Rehabilitation: PT/OT/ST
- Health Information Services (Medical Records)
- Laundry Services
- Plant Operations
- Materials Management
- Security
- Volunteer Services
- Quality Assurance/Performance Improvement

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Infection Prevention Plan	
Scope: Hospital Wide	Manual: Infection Control Orange Manual
Source: Manager of Employee Health Infection Control Employee Wellness	Effective Date: TBD 2015

D. Employee Health Services

Employee Health and Infection Control functions collaborate with the Medical Staff to reduce the transmission of infections, including vaccine preventable diseases, from patients to health care team members or from health care members to patients. Mechanisms or processes designed to reduce the risk of endemic and epidemic nosocomial infections are in patient care and health care team member health activities. These mechanisms include:

- Case findings and identification of demographically important nosocomial infections, to provide surveillance data for the hospital
- Reporting of information about infections internally and, as indicated, to public health agencies.
- Implementation of strategies to prevent or reduce the risk of nosocomial infections in patients, team members and visitors.
- Implementation of strategies to control outbreaks of nosocomial infections when such are identified.

METHODOLOGY

- A. Case findings and identification of demographically important nosocomial infections provide surveillance data. Nosocomial infection data, using, as appropriate, rates stratified by infection risk or focused infection studies, are collected on an ongoing basis.
- B. In addition to the use of planned surveillance methods, special studies may be conducted that include:
- The investigation of clusters of infections above expected levels.
 - The investigation of single cases of unusual or epidemiologically significant nosocomial infections.
 - A focus on procedures with significant potential for nosocomial infections, particularly when the procedure is new or substantially changed.
 - The comparison of a group of infected patients with an uninfected control group to detect statistically significant risk factors for which control measures can be developed.
- C. The Infection Control Manager will conduct outbreak investigations whenever appropriate.
- D. Interventions to reduce infections risks other than those directly related to prevention of transmission may include the following:
- The Surveillance function itself.
- E. The assessment of reasons for infection rates not being reduced by surveillance alone and interventions undertaken to address problems in the following areas:
- Knowledge – innovative educational approaches beyond the routine or standard in services.
 - Behavior – activities by managers to change behavior.
 - Systems – such as staffing, sink number and placement, control of over-crowding, lack of proper equipment and supplies.

NOTE: NIH is prepared to respond to an influx, or the risk of an influx, of infectious patients.
See *Infection Control: Managing an Influx of Infectious Patients*.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Infection Prevention Plan	
Scope: Hospital Wide	Manual: Infection Control Orange Manual
Source: Manager of Employee Health Infection Control Employee Wellness	Effective Date: TBD 2015

POLICIES AND PROCEDURES

- A. Policies and procedures are based on recognized guidelines and applicable law and regulations. Policies and procedures address prevention and control mechanisms used in all patient care and service areas to prevent the transmission of infection among patients, team members, medical staff, contractors, volunteers and visitors; and also, address specific environmental issues.
- B. Policies and procedures address the following:
 - Measures that is scientifically valid, applicable in all seeing, and practical to implement.
 - The relationship between team member activities and the infection prevention and control program.
 - Various methods used to reduce the risk of transmission of infection between or among team members and patients.
 - Appropriate patient care practices, sterilization, disinfection and antisepsis, and pertinent environmental controls.
 - Educational and consultative roles of the Infection Control Coordinator.
- C. All infection control policies and procedures will be reviewed/ revised tri-annually or as needed by the Infection Control Manager with approval of the Infectious Control Medical Staff Chairperson and prior to submission to the Medical Executive Committee.

REPORTING AND COMMUNICATION

- A. Information about infections is reported both internally and to public health agencies, providing clinical practitioners with valid epidemiological measures of the risk of infection in their patients. This will allow them to take action to reduce those risks and decrease infection rates.
- B. When the hospital becomes aware that it received a patient from another organization who has an infection requiring action and the infection was not communicated by the referring organization, the Infection Control Manager will inform the referring organization. Upon discharge, the case manager and/or nurse caring for the patient will inform the accepting facility of any infections the patient may have, site treatment and any special precautions. If the patient is transferred to another facility and pending laboratory results indicate the patient has an infectious organism, the ordering physician will be notified via telephone and fax with laboratory results. If the ordering physician is no longer caring for the patient, the ordering physician will inform the laboratory technician of the physician caring for the patient.
- C. Donor/Tissue postoperative infections/complications identified through surveillance activities that are suspected of being directly related to the use of the tissue will be investigated promptly. Notification of the post-transplant infection or adverse event will be reported to the tissue supplier by the Infection Control managers as soon as the hospital becomes aware of the event.
- D. Infection Control committee meetings will be conducted not less than quarterly and more often as needed. Minutes will be recorded by the Medical Staff Office Coordinator.
- E. Findings, quality assessment activities, performance improvement recommendations, actions and follow-up evaluations will be forwarded to Infection Control Committee members, other medical staff committees as appropriate, Medical Executive Committee and the Board of Directors.
- F. Comparison of infection rates and surveillance data within the hospital will be completed annually through an annual summary infection control report.

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Infection Prevention Plan	
Scope: Hospital Wide	Manual: Infection Control Orange Manual
Source: Manager of Employee Health Infection Control Employee Wellness	Effective Date: TBD 2015

EDUCATION

- A. Education is conducted based on the employee's job description and/or status with Northern Inyo Hospital. Education in infection control measures is conducted upon hire and annually. Refer to the *Infection Prevention Education Plan Policy and Procedure*.
- B. Infection Control Education is based upon:
- Ongoing review and analysis of nosocomial infection data and risk factors.
 - Notifications from the Inyo County and California State Department of Public Health regarding emerging issues, trends or communicable diseases.
 - Regulatory requirements. Refer to the *Senate Bill 158, Attachment 1*.

CONFIDENTIALITY

- A. NIH has written policies and procedures related to the release of information which are intended to protect the privacy of patients. Confidentiality of infection control data and reports shall be in accordance with established hospital policy, Medical Staff Bylaws, state law and federal regulations and shall be maintained as "confidential and protected".
- B. Members of the Medical Staff, clinical staff, appointed members of the organizational committee and project teams with delegated responsibilities for assessing and evaluating organizational performance improvement shall be granted authority to access health care records to perform quality review functions.

RESOURCES

- a. There are multiple resources for information about infection prevention and control. Although not an exhaustive list, several professional associations and governmental websites are listed below. In addition, local and health state departments offer a wealth of information.
- Center for Disease Control and Prevention
www.cdc.gov
 - HICPAC
Healthcare Infection Control Practices Advisory Committee
www.cdc.gov/ncidod/hip/HICPAC/factsheet.htm
 - U.S. Department of Labor – Occupational Safety & Health Administration
www.osha.gov
 - U.S. Food and Drug Administration
www.fda.gov
 - American Public Health Association

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Infection Prevention Plan	
Scope: Hospital Wide	Manual: Infection Control Orange Manual
Source: Manager of Employee Health Infection Control Employee Wellness	Effective Date: TBD 2015

www.apha.org

- American Society for Healthcare Engineering
www.ashe.org
- Association for Professionals in Infection Control, Inc.
www.apic.org
- The Society for Healthcare Epidemiology of America, Inc.
www.shea-online.org
- The Infectious Disease Society of America
www.idsociety.org

CROSS REFERENCE:

1. NIH Medical Staff Bylaws and Rules Amendment, (6/18/2003), Infection Control Committee p. 7 &8.
2. *Infection Prevention Education Plan*, Policy and Procedure.
3. *Infection Control: Managing an Influx of Infectious Patients*.

REFERENCE:

1. APIC - "Infection Prevention Program in Critical Access Hospitals" Teresa Fulton, RN, MSN, CIC, Chief Quality Officer, Whidbey General Hospital, 2013, http://www.apic.org/.../Day_1-Infection_Prevention_for_CAH-Web.pdf
2. TJC: (2014) CAMCAH Standards: *Infection Prevention and Control*
3. *Senate Bill No. 158, Florez*. Sept. 25, 2008 California.
4. *All Facilities Letter 14-36* California Department of Public Health, 12/19/2014, Regarding *SB 1311: Antimicrobial Stewardship Programs*.

Committee Approval	Date
Infection Control Committee	2/24/2015
MEC	
Board of Directors	

Developed: 2/13/99

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Infection Prevention Plan	
Scope: Hospital Wide	Manual: Infection Control Orange Manual
Source: Manager of Employee Health Infection Control Employee Wellness	Effective Date: TBD 2015

Reviewed: 1/11

Revised: 6/03, 9/05, 1/08, 1/09, 1/10, 2/15

Replace: Goals of the Infection Control Program dated 2/22/2011
Infection Control Committee Responsibilities

APPENDIX 1

Northern Inyo Hospital
Medical Staff Committee
Infection Control Committee
Per Bylaws approved 6/18/2003

Reports to: Medical Executive Committee

Chairperson: Member of the Medical Staff with CME in Infection surveillance, prevention and control

Membership: Two active Medical Staff members representing other services

- Manager Infection Control/Employee Health or other designee of the Director of Nursing

Without vote:

- CEO or Designee
- Chief Performance Excellence Officer
- Inyo County Public Health Officer
- Coordinator Laboratory Microbiology
- Cardiopulmonary Director
- Environmental Services Manager
- Dietary
- Other departments as designated in the Bylaws

Convenes: Quarterly

PURPOSE:

1. The Infection Control Committee selects, designs, evaluates, revises and approves the type and scope of surveillance activities.
2. Action to prevent or reduce the risk of nosocomial infections in patients, team members and visitors will be initiated.
3. Action to control outbreaks of nosocomial infections will be initiated as soon as identified.
4. Ongoing review and analysis of nosocomial infection data, risk factors, and, as needed, special studies that related to infection prevention and control will be conducted.
5. The Infection Control Committee members are responsible for bringing clinical, administrative and epidemiological expertise to the committee, participating in data evaluation and reviewing/approving infection control policies and procedures.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Infection Prevention Plan	
Scope: Hospital Wide	Manual: Infection Control Orange Manual
Source: Manager of Employee Health Infection Control Employee Wellness	Effective Date: TBD 2015

Dev. 11/2014, Revised 2/2015

Draft

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Dishes in Staff Break Room Areas	
Scope: Hospitalwide	Department: Infection Control
Source: Certified Dietary Manage, Infection Preventionist	Effective Date: 3/18/2015

PURPOSE:

To implement common Food Safety Precautions and Prevent Food Borne Illnesses with the use of reusable dishes and utensils within staff breakrooms- outside of Dietary/Kitchen Department.

POLICY:

1. Maintenance and storage of reusable dishes and silverware is only allowed in Employee Break Rooms equipped with kitchen sinks for clean up purposes (not just handwashing stations)
2. All foods stored, reheated, and consumed must be prepared or pre-cooked. No raw or undercooked proteins that could be liable for cross-contamination are allowed - especially meat, poultry, and/or fish
3. Break Room must have trash can available for discarding scraps
4. Kitchen sink must be stocked with sanitary-safe sponges and dish soap provided by the individual department
5. Use warm soapy water to clean knives, cutting boards, utensils, dishes, and any surfaces that could have come in contact with any food
6. A dish rack must be provided to allow for safe drying conditions. Wet dishes must be elevated and not allowed to dry on top of any surface
7. All plates, cups, and silverware must be put into a designated storage location in the Employee Break Rooms once properly washed and dried
8. Maintaining a clean and safe dish washing station must be managed by each department head for their individual Employee Break Room.

Committee Approval	Date
Infection Control	2/24/2015
MEC	3/3/2015
District Board of Directors	3/18/2015

Revised
Reviewed
Supercedes

Memorandum

Date: February 12, 2015
To: Victoria Alexander-Lane, CEO/Administrator
Trustees of the Northern Inyo Hospital Board of Directors
From: Georgan Stottlemyre, Chief Human Relations Officer
RE: Revised personnel policy – Required – EMPLOYEE COMPLAINTS AND THE GRIEVANCE PROCESS (23-02)

Proposed for Board approval, Required – EMPLOYEE COMPLAINTS AND THE GRIEVANCE PROCESS (23-02) incorporates change to remove “appeal to the Board” based on legal counsel determination that there is no requirement for this provision. This revision also updates the policy and procedure to remove the separate Employee Advocate references to reflect the previously approved change to the policy Benefits - EMPLOYEE ASSISTANCE (13-01). Additionally, the definition of harassment is provided.

Attachments:

Proposed personnel policy: Required – EMPLOYEE COMPLAINTS AND THE GRIEVANCE PROCESS (23-02)
Form: Employee Written Complaint Form

**NORTHERN INYO HOSPITAL
EMPLOYEE HANDBOOK – PERSONNEL POLICY**

Title: Required - EMPLOYEE COMPLAINTS AND THE GRIEVANCE PROCESS (23-02)	
Scope: Hospital Wide	Department: Human resources – Employee Handbook
Source: Human Resources	Effective Date: 02/25/2015

PURPOSE:

To outline the Employee Complaints and the Grievance Process policy and procedure to provide methods: 1) for employees to register complaints about discrimination, harassment, or problems concerning wages, hours, working conditions, the interpretation or application of policies and procedures, disciplinary action employees feel was not for just cause, or any other matters related to their employment; and 2) to afford management the opportunity to explain, respond, and take corrective action in a timely manner.

POLICY:

All employees have the right to voice their complaints.

We recognize the meaningful value and importance of full discussion in resolving misunderstandings and preserving good relations between management and our employees. As such we encourage employees to communicate problems arising from work situations in an open manner, without fear of recrimination or retaliation. Accordingly, we believe that the following procedure will ensure that complaints receive full consideration.

Should a condition exist that an employee feels is unsatisfactory, it is important that he or she bring it to the attention of the appropriate person in the proper manner. Normally that person is the employee's immediate supervisor. If the supervisor is the source of the complaint (e.g., unlawful harassment), the employee is to contact human resources. Any employee who perceives problems in the course of their work or who believes their rights and privileges under hospital policies and rules have been applied unfairly must adhere to this procedure to file a complaint and enter the grievance process.

It is the intent of this policy that complaint resolution be accomplished by supervisory levels described in Step 1 of the procedure (preferably the immediate supervisor). Matters more appropriately resolved at the first step are not to be deferred to succeeding steps of the procedure and grievance process. Human Resources will assess complaints as: i) discrimination or unfair treatment relating to or caused by gender, race, religious beliefs, age, or other legally protected status; ii) harassment; iii) problems concerning wages or hours; iv) working conditions; v) interpretation or application of policies and procedures; vi) disciplinary action employee(s) feel was not for just cause; or vii) any other matters related to employment.

Nothing in this policy alters or should be interpreted as altering the at-will employment relationship between Northern Inyo Hospital and its employees.

**NORTHERN INYO HOSPITAL
EMPLOYEE HANDBOOK – PERSONNEL POLICY**

Title: Required - EMPLOYEE COMPLAINTS AND THE GRIEVANCE PROCESS (23-02)	
Scope: Hospital Wide	Department: Human resources – Employee Handbook
Source: Human Resources	Effective Date: 02/25/2015

DEFINITIONS:

Harassment – Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward and individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual’s work performance, or c) otherwise adversely affects an individual’s employment opportunities.

PROCEDURE:

1. Employees are encouraged, but not required to discuss problems and complaints in an informal manner with their immediate supervisor, Coordinator, Manager, Director, Chief, or Chief Human Relations Officer.
2. If not resolved in step 1, a written formal complaint must be filed with the Human Relations Department within thirty (30) working days of the occurrence of the event. (Reference note a.) Employee Written Formal Complaint Form
3. Within five (5) working days of receipt (Reference note a.): 1) the Human Relations Department will initially respond to the formal written complaint assessing the complaint as: i) discrimination or unfair treatment relating to or caused by gender, race, religious beliefs, age, or other legally protected status; ii) harassment; iii) problems concerning wages or hours; iv) working conditions; v) interpretation or application of policies and procedures; vi) disciplinary action employee(s) feel was not for just cause; or vii) any other matters related to employment. Then, accordingly, two (2) copies of the written complaint and HR response will be forwarded as appropriate up the employee’s chain of command by HR.
4. Each level of the chain of command, as determined appropriate, will discuss the written complaint with the Chief Human Relations Officer or designee and respond to the employee in writing within five (5) working days of receipt of the written complaint from Human Relations. (Reference note a.)
5. If the employee does not accept the decision of the level of leadership, the employee may appeal the decision in writing up the chain of command, and ultimately to the Administrator within five (5) working days of the employee’s receipt of each leader’s decision. (Reference note a.)
6. If it reaches the level of the Administrator, the Administrator or designee will completely and impartially investigate the complaint and within (5) working days provide the employee with a written decision. (Reference note a.)

**NORTHERN INYO HOSPITAL
EMPLOYEE HANDBOOK – PERSONNEL POLICY**

Title: Required - EMPLOYEE COMPLAINTS AND THE GRIEVANCE PROCESS (23-02)	
Scope: Hospital Wide	Department: Human resources – Employee Handbook
Source: Human Resources	Effective Date: 02/25/2015

7. All decisions of the Administrator or designee shall be final and not subject to further appeal.
8. Throughout the complaint and grievance process stated in the policy, if still scheduled to work, the employee is required to continue to perform his/her duties in a satisfactory manner or be subject to disciplinary action.
9. Employees terminated or suspended, as the result of disciplinary action will remain terminated or suspended during the grievance process stated in this policy.
10. At each stage of the grievance process, if the employee prevails, he/she shall be reinstated. Back pay, in whole or in part, may or may not be granted at the discretion of the Administrator or designee.
11. Human Relations will receive a copy of all communication related to the grievance process, for inclusion in the employee's personnel file.
12. Retaliation against the employee making a complaint or using the grievance process is prohibited and will lead to disciplinary action up to and including termination.

Notes:

- a. There may be occasions when, because of the time or the particular circumstances involved, either the employee or management of the hospital may request that the time requirements in this procedure be waived or extended.
- b. In order to most appropriately or effectively investigate or resolve a complaint/grievance, management may invoke other options during the grievance process, e.g. use of a Task Force or outside consultant or mediator.

CROSS REFERENCE P&P:

Required - EQUAL EMPLOYMENT OPPORTUNITY (03-01)
Required - HARASSMENT POLICY (23-01)

Approval	Date
Senior Management	02/02/2015
Board of Directors	02/25/2015

NORTHERN INYO HOSPITAL PRIVATE PRACTICE PHYSICIAN INCOME GUARANTEE AND PRACTICE MANAGEMENT AGREEMENT

This agreement ("Agreement") is made and entered into on 4/30/2015, by and between Northern Inyo County Local Healthcare District ("District") and Martha Kim, M.D. ("Physician").

RECITALS

- A. District, which is organized and exists under the California Local Health Care District Law, *Health & Safety Code Section 32000, et seq.*, operates Northern Inyo Hospital ("Hospital"), a general acute care hospital serving northern Inyo County, California, including the communities of Bishop and Big Pine.
- B. The District Board of Directors has found, by Resolution No. 09-01, that it will be in the best interests of the public health of the aforesaid communities to obtain a licensed Obstetrician Gynecologist ("OB/GYN") to practice in said communities, on the terms and conditions and surgeon who is a board-certified/eligible specialist in the practice of obstetrics and set forth below.
- C. Physician is a physician and surgeon, engaged in the private practice of medicine, licensed to practice medicine in the State of California, certified by the American Board of Obstetrics and Gynecology. Physician desires to relocate his/her practice ("Practice") to Bishop, California, and practice OB/GYN in the aforesaid communities.

IN WITNESS WHEREOF, THE PARTIES AGREE AS FOLLOWS:

I.

COVENANTS OF PHYSICIAN

Physician shall locate her Practice to Rural Health Clinic ("Offices") provided by District in Bishop, California. Physician shall operate her practice for the "Term" (as such term is defined in Section 4.01 below) of this Agreement, and provide and comply with the following:

- 1.01. Services.** Physician shall provide Hospital with the benefit of her direct patient care expertise and experience, and shall render the scope of services described in Exhibit "A" attached hereto and incorporated by reference herein. Physician shall provide Hospital with patient medical record documentation of all direct patient care services rendered hereunder; such documentation shall be submitted to Hospital on an ongoing basis, and shall be in the form, and contain the information, reasonably requested by the Hospital such that a complete medical record can be assembled.
- 1.02. Limitation on Use of Space.** Physician shall use no part of any of the Offices for anything other than for the private practice of OB/GYN medicine unless specifically agreed to, in writing, by the parties.

1.03. Medical Staff Membership and Service: Physician shall:

- a) Apply for and maintain Provisional or Active Medical Staff (“Medical Staff”) membership with OB/GYN and OB/GYN surgical privileges sufficient to support a full time OB/GYN practice, for the Term of this Agreement.
- b) Provide on-call coverage to the Hospital’s Emergency Services within the scope of privileges granted to him by Hospital and as required by the Hospital Medical Staff. Physician shall not be required to provide more than fifty percent (50%) of the annual call in weekly increments unless otherwise agreed upon from time to time. Physician shall be solely responsible for call coverage for his personal private practice.
- c) Maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred, and revenue acquired, pursuant to this Agreement to the extent, and in such detail, as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature, for which he may claim payment or reimbursement from the District. Physician acknowledges and agrees that any federal office authorized by law shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of Physician which are relevant to this Agreement, at all reasonable times for a period of four (4) years following the termination of this Agreement, during which period Physician shall preserve and maintain said books, documents, papers, and records. Physician further agrees to transfer to the District, upon termination of this Agreement, any books, documents, papers or records which possess long-term [*i.e.*, more than four (4) years] value to the Hospital. Physician shall include a clause providing similar access in any sub-contract he may enter with a value of more than Ten Thousand Dollars (\$10,000) or for more than a twelve (12) month period, when said sub-contract is with a related organization.
- d) At all times comply with all relevant policies, rules and regulations of the Hospital, subject to California and federal statutes governing the practice of medicine.
- e) District expressly agrees that said services might be performed by such other qualified physicians as the Physician may employ or otherwise provide so long as each such physician has received proper training, is properly licensed, has been granted privileges by the Hospital Medical Staff, and has received approval in writing from the Hospital.

II. COVENANTS OF THE DISTRICT

2.01. Hospital Services.

- a) Space. District shall make the Offices available for the operation of Physician’s Practice either through a direct let or through an arrangement with a landlord.
- b) Equipment. In consultation with Physician, Hospital shall provide all equipment as may be reasonably necessary for the proper operation and conduct of Physician's Practice at the Offices. Hospital shall repair, replace or supplement such equipment and maintain it in good working order.

2.02. General Services. District shall furnish ordinary janitorial services, maintenance services, and utilities, including telephone service, as may be required for the proper operation and conduct of Physician's Practice

2.03. Supplies. District shall purchase and provide all supplies as may be reasonably required for the proper treatment of Physician's Practice patients. Physician shall inform Hospital of supply needs in a timely manner and shall manage the use of supplies in an efficient manner that promotes quality and cost-effective patient care.

2.04. Personnel. District shall determine the initial number and types of employees and place them in the Practice. Physician will approve of all hires that work directly with the physician.

2.05. Business Operations. District shall be responsible for all business operations related to operation of the Practice, including personnel management, billing and payroll functions. Physician will provide the appropriate billing codes, which will be used unless changed by the mutual consent of the Physician and Hospital. Hospital will incur and pay all operating expenses of the Practice.

2.06. Hospital Performance. The responsibilities of District under this Article shall be subject to District's usual purchasing practices and applicable laws and regulations.

2.07. Practice Hours. The District desires, and Physician agrees, that Physician's Practice shall operate on a full time basis, maintaining hours of operation in keeping with the full time practice of one OB/GYN surgeon while permitting a surgery schedule sufficient to service the patients of the Practice. Specific shifts will be scheduled according to normal operating procedures of the Practice and will be mutually agreed upon by Hospital and Physician.

Physician will specifically provide a total of 42 weeks per year allocated, on an annual and concurrent basis, as follows:

- 26 weeks of GYN call/ 20 weeks of OB/C-Section call. (OB/C-Section call can be increased to 20-26 weeks at Hospital's discretion);
- 42 weeks of clinic service; and
- 26 weeks of surgical services.

1 (one) week a year for volunteer with Mammoth Medical Missions

1 (one) week for CME

Physician shall receive 8 weeks per year paid time off during which time Physician must accomplish absence hours-such as vacation, illness, jury duty, bereavement, etc.

Physician agrees to coordinate his/her schedule with any other physician(s) contracted by the Hospital for like services.

III.

COMPENSATION

- 3.01. Minimum Income Guarantee.** At all times during the Term of this Agreement, including any extensions or renewals hereof, District, District shall guarantee Physician an annual income of no less than \$295,625.20 ("Minimum Income Guarantee"). Compensation from District shall be payable to Physician at the higher of (a) the Minimum Income Guarantee amount paid at the rate of \$11,370.20 every two (2) weeks, or (b) 50% of fees collected for services rendered in Section II, adjusted quarterly after the first year to reflect 50% of fees collected so that payments will not exceed the minimum guarantee unless 50% of the fees exceed the guarantee on an annualized basis. Additionally, Physician will be entitled to a \$500 per day stipend for taking any C-Section call in excess of 20 weeks per year. All payments shall be made on the same date as the District normally pays its employees. The Minimum Income Guarantee amount will be increased at the same time, in the same manner and at the same rate as the Hospital's employees.
- 3.02. Malpractice Insurance.** At all times during the Term of this Agreement, including any extensions or renewals hereof, physician will secure and maintain malpractice insurance for the benefit of the physician with limits of no less than \$1 million per occurrence and \$3 million per year. Hospital shall reimburse 100% of malpractice costs.
- 3.03. Health Insurance.** At all times during the Term of this Agreement, including any extensions or renewals hereof, Physician will be (i) admitted to the Hospital's self-funded Medical Dental Vision Benefit Plan and be provided the benefits contained therein as if she were an employee of District.
- 3.04. Signing Bonus.** Physician will receive \$5000.00 from District upon signing this Agreement, which amount shall belong solely to Physician and shall not be subject to re-payment under any circumstances. This payment is in addition to all amounts due Physician this Agreement.
- 3.05. Billing for Professional Services.** Subject to Section 2.05 above, Physician assigns to District all claims, demands and rights of Physician to bill and collect for all professional services rendered to Practice patients, for all billings for surgical services, for all billings consulting performed or provided by the Physician. Physician acknowledges that Hospital shall be solely responsible for billing and collecting for all professional services provided by Physician to Practice patients at Practice and for all surgical services performed at the District, and for managing all Practice receivables and payables, including those related to Medicare and MediCal beneficiaries. Physician shall not bill or collect for any services rendered to Practice patients or Hospital patients, and all Practice receivables and billings shall be the sole and exclusive property of Practice. In particular, any payments made pursuant to a payer agreement (including co-payments made by patients) shall constitute revenue of the Practice. In the event payments are made to Physician pursuant to any payer agreement, Physician shall promptly remit the payments directly to District.
- 3.6 Retention.** Hospital shall retain an amount equal to 50% of all fees collected from the activities of physician/practice in exchange for providing all services and supplies rendered in II above.

IV.

TERM AND TERMINATION

4.01. Term. The term (“Term”) of this Agreement shall be three (3) years beginning at 12:01 a.m. on 6/1/2015 and expiring at 12:00 p.m. on 5/31/2018.

4.02. Termination. Notwithstanding the provisions of Section 4.01, this Agreement may be terminated:

a). By Hospital or Physician at any time, without cause or penalty, upon one hundred and eighty (180) days’ prior written notice to the Hospital;

b). Immediately by Hospital in its sole discretion if Physician fails to maintain the professional standards described in Article V of this Agreement;

c). Immediately upon permanent closure of the Hospital;

d). By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, substantially restricts, substantially limits or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either party’s rights or obligations under this Agreement; provided that in such event, Hospital must give notice to Physician equal to that provided to Hospital by the relevant federal, state or local government or agency. If this Agreement can be amended to the satisfaction of both parties to compensate for any such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment; or

e). By either party in the event of a material breach by the other party and, in such event, the non-breaching party shall have the right to terminate this Agreement after providing thirty (30) days’ written notice to the breaching party, unless such breach is cured to the reasonable satisfaction of the non-breaching party within the thirty (30) days; or

f). Should Hospital fail to pay Physician any monetary benefits as defined in this Agreement and/or fail to provide non-monetary benefits as defined in this Agreement, within ten (10) days of the date such amount was due and payable, Physician may terminate this Agreement by providing ten (10) days prior written notice.

4.03. Rights Upon Termination. Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or expressly survive termination. Hospital shall retain the Accounts Receivable and shall reduce said receivable by the amount it has compensated physician in excess of the fees earned. The balance shall be paid to the physician within forty-five (45) days of the termination of this Agreement.

4.04. Post Termination Patient Care. Upon termination or expiration of this Agreement, until such time as the District has made medically appropriate referrals of any of Physician’s patients who continue to need her services, District shall continue to compensate Physician for the services that she renders to such patients at the rate of 50% of all fees collected for such services and shall pay within ten (10) days of receipt.

V.

PROFESSIONAL STANDARDS

5.01. Medical Staff Membership. It is a condition of this Agreement that Physician maintains Active Medical Staff membership on the Hospital Medical Staff with appropriate clinical privileges and maintains such membership and privileges throughout the Term of this Agreement.

5.02. Licensure and Standards. Physician shall:

- a) At all times be licensed to practice medicine in the State of California;
- b) Comply with all policies, bylaws, rules and regulations of Hospital, Hospital Medical Staff, and Practice, including those related to documenting all advice to patients and proper sign-off of lab and X-ray reports;
- c) Be a member in good standing of the Provisional or Active Medical Staff of Hospital;
- d) Maintain professional liability coverage in an amount required for membership on the Active Medical Staff of Hospital.
- e) Participate in continuing education as necessary to maintain licensure and the current standard of practice; and
- f) Comply with all applicable laws, rules and regulations of any and all governmental authorities, and applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations.
- g) At all times conduct herself, professionally and publicly, the same as a reasonable physician acting under the same or similar circumstances, and in accordance with the standards of, the American College of Obstetricians and Gynecologists, the Hospital Medical Staff, and the District. Further, she shall not violate any California law which prohibits (1) driving a motor vehicle under the influence of alcohol or prescription drugs or the combined influence of such substances, (2) unlawful use of controlled substances, (3) being intoxicated in a public place in such a condition as to be a danger to herself or others, and/or (4) conduct justifying imposition of an injunction prohibiting harassment of Hospital employees in their workplace. Entry of any injunction, judgment, or order against Physician based upon facts, which constitutes the above offenses, shall be a material breach of this Agreement.

5.03 Amendment of Standards. None of the policies, bylaws, rules and regulations of Hospital, Hospital Medical Staff, or Practice shall be altered without Physician's consent. [(or, as a backup position) shall be altered without providing Physician advance notice and a meaningful opportunity to object.]

VI.

RELATIONSHIP BETWEEN THE PARTIES

6.01. Professional Relations.

- a) Independent Contractor. No relationship of employer and employee is created by this Agreement. In the performance of Physician's work and duties, Physician is at all times acting and performing as an independent contractor, practicing the profession of medicine.

District shall neither have nor exercise control or direction over the methods by which Physician performs professional services pursuant to this Agreement; provided, however, that Physician agrees that all work performed pursuant to this Agreement shall be in strict accordance with currently approved methods and practices in Physician's professional specialty and in accordance with the standards set forth in this Agreement.

- b) **Benefits.** Except as specifically set forth in this Agreement, it is understood and agreed that Physician shall have no claims under this Agreement or otherwise against Hospital for social security benefits, worker's compensation benefits, or any other employee benefit of any kind. In addition, Hospital shall have no obligation to reimburse Physician for any costs or expenses associated with Physician's compliance with continuing medical education requirements.

6.02. Responsibility for Own Acts. Each party will be responsible for its own acts or omissions and all claims, liabilities, injuries, suits, demands and expenses for all kinds which may result or arise out of any malfeasance or neglect, caused or alleged to have been caused by either party, their employees or representatives, in the performance or omission of any act or responsibility of either party under this contract. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

6.03 Disclosure of Physician's Information. Neither District nor Hospital may disclose any information provided by, or about, Physician in connection with any credentialing or peer review deliberations unless such disclosure is otherwise required by law.

VII. **GENERAL PROVISIONS**

7.01. No Competition. For a period of six (6) months after this Agreement has been terminated by District for cause, Physician will not, directly or indirectly, solicit or accept employment with the same or similar duties as under this Agreement, with any person, medical group or any other entity that is a competitor with District, or enter into competition with District, either by herself or through any entity owned or managed, in whole or in part by Physician within a thirty (30) mile radius of Hospital. Physician further acknowledges that in the event this section is determined to be unenforceable by a court of competent jurisdiction, the parties agree that this provision shall be deemed to be amended to any lesser area or duration as determined by any court of competent jurisdiction and that the remaining provisions shall be valid and enforceable.

7.02. Access to Records. To the extent required by Section 1861(v)(i)(I) of the Social Security Act, as amended, and by valid regulation which is directly applicable to that Section, Physician agrees to make available upon valid written request from the Secretary of HHS, the Comptroller General, or any other duly authorized representatives, this Agreement and the books, documents and records of Physician to the extent that such books, documents and records are necessary to certify the nature and extent of Hospital's costs for services provided by Physician.

Physician shall also make available such subcontract and the books, documents, and records of any subcontractor if that subcontractor performs any of the Physician's duties under this Agreement at a cost of \$10,000.00 or more over a twelve (12) month period and if that

subcontractor is organizationally related to Physician.

Such books, documents, and records shall be preserved and available for four (4) years after the furnishing of services by Physician pursuant to this Agreement. If Physician is requested to disclose books, documents or records pursuant to this subsection for purposes of an audit, Physician shall notify Hospital of the nature and scope of such request, and Physician shall make available, upon written request of Hospital, all such books, documents or records. Physician shall indemnify and hold harmless Hospital in the event that any amount of reimbursement is denied or disallowed because of the failure of Physician or any subcontractor to comply with its obligations to maintain and make available books, documents, or records pursuant to this subsection. Such indemnity shall include, but not be limited to the amount of reimbursement denied, plus any interest, penalties and legal costs.

This section is intended to assure compliance with Section 1861 of the Social Security Act, as amended, and regulations directly pertinent to that Act. The obligations of Physician under this section are strictly limited to compliance with those provisions, and shall be given effect only to the extent necessary to insure compliance with those provisions. In the event that the requirements or those provisions are reduced or eliminated, the obligations of the parties under this section shall likewise be reduced or eliminated.

7.03. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by both parties.

7.04. No Referral Fees. No payment or other consideration shall be made under this Agreement for the referral of patients, by Physician, to Hospital or to any nonprofit corporation affiliated with District.

7.05. Repayment of Inducement. The parties stipulate and agree that the income guaranteed to Physician under this Agreement, the covenants of the District to provide office space, and the covenant of Hospital to provide personal, equipment, and certain other benefits, are the minimum required to enable Physician to relocate herself and her practice to Bishop, California; that she is not able to repay such inducement, and that no such repayment shall be required.

7.06. Assignment. Physician shall not assign, sell, transfer or delegate any of the Physician's rights or duties, including by hiring or otherwise retaining additional physicians to perform services pursuant to this Agreement, without the prior written consent of Hospital.

7.07. Attorneys' Fees. If any legal action or other proceeding is commenced, by either party, to enforce rights, duties, and/or responsibilities under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

7.08. Choice of Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

7.09. Exhibits. All Exhibits attached and referred to herein are fully incorporated by this reference.

7.10. Notices. All notices or other communications under this Agreement shall be sent to the parties at the addresses set forth below:

Notice may be given either personally or by first-class mail, postage prepaid, addressed to the party designated above at the address designated above, or an address subsequently specified in writing by the relevant party. If given by mail, notice shall be deemed given two (2) days after the date of the postmark on the envelope containing such notice.

- 7.11. Records.** All files, charts and records, medical or otherwise, generated by Physician in connection with services furnished during the Term of this Agreement are the property of Physician's Practice. Physician agrees to maintain medical records according to Practice policies and procedures and in accordance with community standards. Each party agrees to maintain the confidentiality of all records and materials in accordance with all applicable state and federal laws. Hospital agrees to permit Physician to have access, during or after the Term of the Agreement, to medical records generated by Physician if necessary in connection with claims, litigation, investigations, or treatment of patients.
- 7.12. Prior Agreements.** This Agreement represents the entire understanding and agreement of the parties as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the matters contained in this Agreement.
- 7.13. Referrals.** This Agreement does not impose any obligation or requirement that Hospital shall make any referral of patients to Physician or that Physician shall make any referral of patients to Hospital. The payment of compensation pursuant to section 3.01 is not based in any way on referrals of patients to Hospital.
- 7.14. Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and the remaining provisions shall remain enforceable between the parties.
- 7.15. Waiver.** The failure of either party to exercise any right under this Agreement shall not operate as a waiver of that right.
- 7.16. Gender and Number.** Use of the masculine gender shall mean the feminine or neuter, and the plural number the singular, and vice versa, as the context shall indicate.
- 7.17. Authority and Executive.** By their signature below, each of the parties represent that they have the authority to execute this Agreement and do hereby bind the party on whose behalf their execution is made.
- 7.18. Construction.** This Agreement has been negotiated and prepared by both parties and it shall be assumed, in the interpretation of any uncertainty, that both parties caused it to exist.

This agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute one and the same agreement.

**NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT:**

By: _____
**Victoria Alexander-Lane
Chief Executive Officer**

PHYSICIAN:

By: _____
Martha Kim, MD

EXHIBIT A SCOPE OF DUTIES OF THE PHYSICIAN

POSITION SUMMARY

The Physician is a Member of the Northern Inyo Hospital Active Medical Staff and the Clinic multi-disciplinary care team. Physician provides direct primary medical diagnosis and treatment to Practice and Hospital patients. The Physician will provide services commensurate with the equivalent of a full time Obstetrical and Gynecological Practice. Full time shall mean regularly scheduled office hours to meet the service area demand and performance of surgeries as may be required. All time off will be coordinated with Call coverage such that scheduled time off will not conflict with the Physician's call requirement.

Specifically, the Physician will:

1. Provide high quality primary medical care services.
2. Direct the need for on-going educational programs that serve the patient.
3. Evaluate and develop treatment plans to facilitate the individual healthcare needs of each patient.
4. Work with all Practice personnel to meet the healthcare needs of all patients.
5. Assess, evaluate, and monitor on-going health care and medication of Practice patients.
6. Manage all Obstetrical and Gynecological medical and surgical emergencies.
7. Participate in professional development activities and maintain professional affiliations.
8. Participate with Hospital to meet all federal and state Rural Health Clinic regulations.
9. Accept emergency call as provided herein.

NORTHERN INYO HOSPITAL PRIVATE PRACTICE PHYSICIAN INCOME GUARANTEE AND PRACTICE MANAGEMENT AGREEMENT

This agreement ("Agreement") is made and entered into on 4/30/2015, by and between Northern Inyo County Local Hospital District ("District") and Lara Jeanine Arndal, M.D. ("Physician").

RECITALS

- A. District, which is organized and exists under the California Local Health Care District Law, *Health & Safety Code Section 32000, et seq.*, operates Northern Inyo Hospital ("Hospital"), a general acute care hospital serving northern Inyo County, California, including the communities of Bishop and Big Pine.
- B. The District Board of Directors has found, by Resolution No. 09-01, that it will be in the best interest of the public health of the aforesaid communities to obtain a licensed Obstetrician Gynecologist ("OB/GYN") to practice in said communities, on the terms and conditions and surgeon who is a board-certified/eligible specialist in the practice of obstetrics and set forth below.
- C. Physician is a physician and surgeon, engaged in the private practice of medicine, licensed to practice medicine in the State of California, and will be certified by the American Board of Obstetrics and Gynecology within five years of completing residency. Physician desires to relocate his/her practice ("Practice") to Bishop, California, and practice OB/GYN in the aforesaid communities.

IN WITNESS WHEREOF, THE PARTIES AGREE AS FOLLOWS:

I.

COVENANTS OF PHYSICIAN

Physician shall locate her Practice to medical offices ("Offices") provided by District in Bishop, California. Physician shall operate her practice for the "Term" (as such term is defined in Section 4.01 below) of this Agreement, and provide and comply with the following:

- 1.01. **Services.** Physician shall provide Hospital with the benefit of her direct patient care expertise and experience, and shall render the scope of services described in Exhibit "A" attached hereto and incorporated by reference herein. Physician shall provide Hospital with patient medical record documentation of all direct patient care services rendered hereunder; such documentation shall be submitted to Hospital on an ongoing basis, and shall be in the form, and contain the information, reasonably requested by the Hospital such that a complete medical record can be assembled.
- 1.02. **Limitation on Use of Space.** Physician shall use no part of any of the Offices for anything other than for the private practice of OB/GYN medicine unless specifically agreed to, in writing, by the parties.

1.03. Medical Staff Membership and Service: Physician shall:

- a) Apply for and maintain Provisional or Active Medical Staff ("Medical Staff") membership with OB/GYN and OB/GYN surgical privileges sufficient to support a full time OB/GYN practice, for the Term of this Agreement.
- b) Provide on-call coverage to the Hospital's Emergency Services within the scope of privileges granted to him/her by Hospital and as required by the Hospital Medical Staff. Physician shall not be required to provide more than fifty percent (50%) of the annual call in weekly increments unless otherwise agreed upon from time to time. Physician shall be solely responsible for call coverage for his or her personal private practice.
- c) Maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred, and revenue acquired, pursuant to this Agreement to the extent, and in such detail, as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature, for which he/she may claim payment or reimbursement from the District. Physician acknowledges and agrees that any federal office authorized by law shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of Physician which are relevant to this Agreement, at all reasonable times for a period of four (4) years following the termination of this Agreement, during which period Physician shall preserve and maintain said books, documents, papers, and records. Physician further agrees to transfer to the District, upon termination of this Agreement, any books, documents, papers or records which possess long-term [*i.e.*, more than four (4) years] value to the Hospital. Physician shall include a clause providing similar access in any sub-contract he/she may enter with a value of more than Ten Thousand Dollars (\$10,000) or for more than a twelve (12) month period, when said sub-contract is with a related organization.
- d) At all times comply with all relevant policies, rules and regulations of the Hospital, subject to California and federal statutes governing the practice of medicine.
- e) District expressly agrees that said services might be performed by such other qualified physicians as the Physician may employ or otherwise provide so long as each such physician has received proper training, is properly licensed, has been granted privileges by the Hospital Medical Staff, and has received approval in writing from the Hospital.

II. COVENANTS OF THE DISTRICT

2.01. Hospital Services.

- a) Space. District shall make the Offices available for the operation of Physician's Practice either through a direct let or through an arrangement with a landlord.
- b) Equipment. In consultation with Physician, Hospital shall provide all equipment as may be reasonably necessary for the proper operation and conduct of Physician's Practice at the Offices. Hospital shall repair, replace or supplement such equipment and maintain it in good working order.

- 2.02. **General Services.** District shall furnish ordinary janitorial services, maintenance services, and utilities, including telephone service, as may be required for the proper operation and conduct of Physician's Practice
- 2.03. **Supplies.** District shall purchase and provide all supplies as may be reasonably required for the proper treatment of Physician's Practice patients. Physician shall inform Hospital of supply needs in a timely manner and shall manage the use of supplies in an efficient manner that promotes quality and cost-effective patient care.
- 2.04. **Personnel.** District shall determine the initial number and types of employees and place them in the Practice initially. Physician and Hospital will mutually agree to subsequent staffing requirements.
- 2.05. **Business Operations.** District shall be responsible for all business operations related to operation of the Practice, including personnel management, billing and payroll functions. Physician will provide the appropriate billing codes, which will be used unless changed by the mutual consent of the Physician and Hospital. Hospital will incur and pay all operating expenses of the Practice.
- 2.06. **Hospital Performance.** The responsibilities of District under this Article shall be subject to District's usual purchasing practices and applicable laws and regulations.
- 2.07. **Practice Hours.** The District desires, and Physician agrees, that Physician's Practice shall operate on a full time basis, maintaining hours of operation in keeping with the full time practice of one OB/GYN surgeon while permitting a surgery schedule sufficient to service the patients of the Practice. Specific shifts will be scheduled according to normal operating procedures of the Practice and will be mutually agreed upon by Hospital and Physician.

Physician will specifically provide a total of 40 weeks per year allocated, on an annual and concurrent basis, as follows:

- 26 weeks of GYN call/ 20 weeks of OB/C-Section call. (OB/C-Section call can be increased to 20-26 weeks at Hospital's discretion);
- 40 weeks of clinic service; and
- 26 weeks of surgical services.

Physician shall receive 12 weeks per year paid time off during which time Physician must accomplish any licensure, CME, and any other absence hours-such as vacation, illness, jury duty, bereavement, etc.

Physician agrees to coordinate his/her schedule with any other physician(s) contracted by the Hospital for like services.

The Parties understand and agree that Physician is not responsible for providing, and will not provide, call coverage under any circumstances other than (i) as required by the Medical Staff Bylaw's requirements and (ii) that for which he/she is obligated under the terms of this

Agreement.

III.

COMPENSATION

- 3.01. Minimum Income Guarantee.** At all times during the Term of this Agreement, including any extensions or renewals hereof, District, District shall guarantee Physician an annual income of no less than \$295,625.20 ("Minimum Income Guarantee"). Compensation from District shall be payable to Physician at the higher of (a) the Minimum Income Guarantee amount paid at the rate of \$11,370.20 every two (2) weeks, or (b) 50% of fees collected for services rendered in Section II, adjusted quarterly after the first year to reflect 50% of fees collected so that payments will not exceed the minimum guarantee unless 50% of the fees exceed the guarantee on an annualized basis. Additionally, Physician will be entitled to a \$500 per day stipend for taking any C-Section call in excess of 20 weeks per year. All payments shall be made on the same date as the District normally pays its employees. The Minimum Income Guarantee amount will be increased at the same time, in the same manner and at the same rate as the Hospital's employees.
- 3.02. Malpractice Insurance.** At all times during the Term of this Agreement, including any extensions or renewals hereof, District will secure and maintain malpractice insurance for the benefit of the physician with limits of no less than \$1 million per occurrence and \$3 million per year. Tail coverage will also be provided.
- 3.03. Health Insurance.** At all times during the Term of this Agreement, including any extensions or renewals hereof, Physician will be (i) admitted to the Hospital's self-funded Medical Dental Vision Benefit Plan and be provided the benefits contained therein as if he/she were an employee of District and (ii) provided a disability program until age 65 in an amount equal to the higher of (x) \$10,000.00 per month or (y) the average benefit received by all other OB/GYN physicians who are in similar contractual relationships with Hospital and who are receiving disability benefits.
- 3.04. Practice Liaison.** Physician will receive \$500 per month for acting a the practice liaison and Publishing all the call schedules related to the OB/GYN service. Physician will receive \$150 of every 1 hour class provided to the hospital OB nursing unit staff. Sign in and curriculum is required for payment.
- 3.05. Billing for Professional Services.** Subject to Section 2.05 above, Physician assigns to District all claims, demands and rights of Physician to bill and collect for all professional services rendered to Practice patients, for all billings for surgical services, for all billings consulting performed or provided by the Physician. Physician acknowledges that Hospital shall be solely responsible for billing and collecting for all professional services provided by Physician to Practice patients at Practice and for all surgical services performed at the District, and for managing all Practice receivables and payables, including those related to Medicare and MediCal beneficiaries. Physician shall not bill or collect for any services rendered to Practice patients or Hospital patients, and all Practice receivables and billings shall be the sole and exclusive property of Practice. In particular, any payments made pursuant to a payer agreement (including co-payments made by patients) shall constitute revenue of the Practice. In the event payments are made to

Physician pursuant to any payer agreement, Physician shall promptly remit the payments directly to District.

3.06 Retention. Hospital shall retain an amount equal to 50% of all fees collected from the activities of physician/practice in exchange for providing all services and supplies rendered in II above.

IV.

TERM AND TERMINATION

4.01. Term. The term (“Term”) of this Agreement shall be three (3) years beginning at 12:01 a.m. on 5/1/2015 and expiring at 12:00 p.m. on 4/30/2018.

4.02. Termination. Notwithstanding the provisions of Section 4.01, this Agreement may be terminated:

a). By Hospital or Physician at any time, without cause or penalty, upon one hundred and eighty (180) days’ prior written notice to the Hospital;

b). Immediately by Hospital in its sole discretion if Physician fails to maintain the professional standards described in Article V of this Agreement;

c). Immediately upon permanent closure of the Hospital;

d). By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, substantially restricts, substantially limits or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either party’s rights or obligations under this Agreement; provided that in such event, Hospital must give notice to Physician equal to that provided to Hospital by the relevant federal, state or local government or agency. If this Agreement can be amended to the satisfaction of both parties to compensate for any such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment; or

e). By either party in the event of a material breach by the other party and, in such event, the non-breaching party shall have the right to terminate this Agreement after providing thirty (30) days’ written notice to the breaching party, unless such breach is cured to the reasonable satisfaction of the non-breaching party within the thirty (30) days; or

f). Should Hospital fail to pay Physician any monetary benefits as defined in this Agreement and/or fail to provide non-monetary benefits as defined in this Agreement, within ten (10) days of the date such amount was due and payable, Physician may terminate this Agreement by providing ten (10) days prior written notice.

4.03. Rights Upon Termination. Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or expressly survive termination. Hospital shall retain the Accounts Receivable and shall reduce said receivable by the amount it has compensated physician in excess of the fees earned. The balance shall be paid to the physician within forty-five (45) days of the termination of this Agreement.

4.04. Post Termination Patient Care. Upon termination or expiration of this Agreement, until such

time as the District has made medically appropriate referrals of any of Physician's patients who continue to need his/her services, District shall continue to compensate Physician for the services that he/she renders to such patients at the rate of 50% of all fees collected for such services and shall pay within ten (10) days of receipt.

V.

PROFESSIONAL STANDARDS

5.01. Medical Staff Membership. It is a condition of this Agreement that Physician maintains Active Medical Staff membership on the Hospital Medical Staff with appropriate clinical privileges and maintains such membership and privileges throughout the Term of this Agreement.

5.02. Licensure and Standards. Physician shall:

- a) At all times be licensed to practice medicine in the State of California;
- b) Comply with all policies, bylaws, rules and regulations of Hospital, Hospital Medical Staff, and Practice, including those related to documenting all advice to patients and proper sign-off of lab and X-ray reports;
- c) Be a member in good standing of the Provisional or Active Medical Staff of Hospital;
- d) Maintain professional liability coverage in an amount required for membership on the Active Medical Staff of Hospital, at District's sole expense;
- e) Participate in continuing education as necessary to maintain licensure and the current standard of practice; and
- f) Comply with all applicable laws, rules and regulations of any and all governmental authorities, and applicable standards and recommendations of the Joint Commission.
- g) At all times conduct himself/herself, professionally and publicly, the same as a reasonable physician acting under the same or similar circumstances, and in accordance with the standards of, the American College of Obstetricians and Gynecologists, the Hospital Medical Staff, and the District. Further, he/she shall not violate any California law which prohibits (1) driving a motor vehicle under the influence of alcohol or prescription drugs or the combined influence of such substances, (2) unlawful use of controlled substances, (3) being intoxicated in a public place in such a condition as to be a danger to themselves or others, and/or (4) conduct justifying imposition of an injunction prohibiting harassment of Hospital employees in their workplace. Entry of any injunction, judgment, or order against Physician based upon facts, which constitutes the above offenses, shall be a material breach of this Agreement.

5.03 Amendment of Standards. None of the policies, bylaws, rules and regulations of Hospital, Hospital Medical Staff, or Practice shall be altered without Physician's consent. [(or, as a backup position) shall be altered without providing Physician advance notice and a meaningful opportunity to object.]

VI.

RELATIONSHIP BETWEEN THE PARTIES

6.01. Professional Relations.

- a) Independent Contractor. No relationship of employer and employee is created by this Agreement. In the performance of Physician's work and duties, Physician is at all times acting and performing as an independent contractor, practicing the profession of medicine. District shall neither have nor exercise control or direction over the methods by which Physician performs professional services pursuant to this Agreement; provided, however, that Physician agrees that all work performed pursuant to this Agreement shall be in strict accordance with currently approved methods and practices in Physician's professional specialty and in accordance with the standards set forth in this Agreement.
- b) Benefits. Except as specifically set forth in this Agreement, it is understood and agreed that Physician shall have no claims under this Agreement or otherwise against Hospital for social security benefits, worker's compensation benefits, or any other employee benefit of any kind. In addition, Hospital shall have no obligation to reimburse Physician for any costs or expenses associated with Physician's compliance with continuing medical education requirements.

6.02. Responsibility for Own Acts. Each party will be responsible for its own acts or omissions and all claims, liabilities, injuries, suits, demands and expenses for all kinds which may result or arise out of any malfeasance or neglect, caused or alleged to have been caused by either party, their employees or representatives, in the performance or omission of any act or responsibility of either party under this contract. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

6.03. Disclosure of Physician's Information. Neither District nor Hospital may disclose any information provided by, or about, Physician in connection with any credentialing or peer review deliberations unless such disclosure is otherwise required by law.

VII.

GENERAL PROVISIONS

7.01. No Competition. For a period of six (6) months after this Agreement has been terminated by District for cause, Physician will not, directly or indirectly, solicit or accept employment with the same or similar duties as under this Agreement, with any person, medical group or any other entity that is a competitor with District, or enter into competition with District, either by himself/herself or through any entity owned or managed, in whole or in part by Physician within a sixty (60) mile radius of Hospital. Physician further acknowledges that in the event this section is determined to be unenforceable by a court of competent jurisdiction, the parties agree that this provision shall be deemed to be amended to any lesser area or duration as determined by any court of competent jurisdiction and that the remaining provisions shall be valid and enforceable.

7.02. Access to Records. To the extent required by Section 1861(v)(i)(I) of the Social Security Act, as amended, and by valid regulation which is directly applicable to that Section, Physician agrees to make available upon valid written request from the Secretary of HHS, the Comptroller General, or any other duly authorized representatives, this Agreement and the books, documents and records of Physician to the extent that such books, documents and records are necessary to certify

the nature and extent of Hospital's costs for services provided by Physician.

Physician shall also make available such subcontract and the books, documents, and records of any subcontractor if that subcontractor performs any of the Physician's duties under this Agreement at a cost of \$10,000.00 or more over a twelve (12) month period and if that subcontractor is organizationally related to Physician.

Such books, documents, and records shall be preserved and available for four (4) years after the furnishing of services by Physician pursuant to this Agreement. If Physician is requested to disclose books, documents or records pursuant to this subsection for purposes of an audit, Physician shall notify Hospital of the nature and scope of such request, and Physician shall make available, upon written request of Hospital, all such books, documents or records. Physician shall indemnify and hold harmless Hospital in the event that any amount of reimbursement is denied or disallowed because of the failure of Physician or any subcontractor to comply with its obligations to maintain and make available books, documents, or records pursuant to this subsection. Such indemnity shall include, but not be limited to the amount of reimbursement denied, plus any interest, penalties and legal costs.

This section is intended to assure compliance with Section 1861 of the Social Security Act, as amended, and regulations directly pertinent to that Act. The obligations of Physician under this section are strictly limited to compliance with those provisions, and shall be given effect only to the extent necessary to insure compliance with those provisions. In the event that the requirements or those provisions are reduced or eliminated, the obligations of the parties under this section shall likewise be reduced or eliminated.

7.03. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by both parties.

7.04. No Referral Fees. No payment or other consideration shall be made under this Agreement for the referral of patients, by Physician, to Hospital or to any nonprofit corporation affiliated with District.

7.05. Repayment of Inducement. The parties stipulate and agree that the income guaranteed to Physician under this Agreement, the covenants of the District to provide office space, and the covenant of Hospital to provide personal, equipment, and certain other benefits, are the minimum required to enable Physician to relocate himself/herself and the practice to Bishop, California; that he/she is not able to repay such inducement, and that no such repayment shall be required.

7.06. Assignment. Physician shall not assign, sell, transfer or delegate any of the Physician's rights or duties, including by hiring or otherwise retaining additional physicians to perform services pursuant to this Agreement, without the prior written consent of Hospital.

7.07. Attorneys' Fees. If any legal action or other proceeding is commenced, by either party, to enforce rights, duties, and/or responsibilities under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

7.08. Choice of Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

7.09. Exhibits. All Exhibits attached and referred to herein are fully incorporated by this reference.

7.10. Notices. All notices or other communications under this Agreement shall be sent to the parties at the addresses set forth below:

Hospital: CEO, Northern Inyo Hospital
150 Pioneer Lane
Bishop, CA 93514

Physician: Lara Jeanine Arndal, MD
2626 Sierra Vista Way
Bishop, CA 93514

7.07. Attorneys' Fees. If any legal action or other proceeding is commenced, by either party, to enforce rights, duties, and/or responsibilities under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

7.08. Choice of Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

7.09. Exhibits. All Exhibits attached and referred to herein are fully incorporated by this reference.

7.10. Notices. All notices or other communications under this Agreement shall be sent to the parties at the addresses set forth below:

Hospital: CEO, Northern Inyo Hospital
150 Pioneer Lane
Bishop, CA 93514

Physician: Lara Jeanine Arndal, MD
2626 Sierra Vista Way
Bishop, CA 93514

Notice may be given either personally or by first-class mail, postage prepaid, addressed to the party designated above at the address designated above, or an address subsequently specified in writing by the relevant party. If given by mail, notice shall be deemed given two (2) days after the date of the postmark on the envelope containing such notice.

- 7.11. Records.** All files, charts and records, medical or otherwise, generated by Physician in connection with services furnished during the Term of this Agreement are the property of Physician's Practice. Physician agrees to maintain medical records according to Practice policies and procedures and in accordance with community standards. Each party agrees to maintain the confidentiality of all records and materials in accordance with all applicable state and federal laws. Hospital agrees to permit Physician to have access, during or after the Term of the Agreement, to medical records generated by Physician if necessary in connection with claims, litigation, investigations, or treatment of patients.
- 7.12. Prior Agreements.** This Agreement represents the entire understanding and agreement of the parties as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the matters contained in this Agreement.
- 7.13. Referrals.** This Agreement does not impose any obligation or requirement that Hospital shall make any referral of patients to Physician or that Physician shall make any referral of patients to Hospital. The payment of compensation pursuant to section 3.01 is not based in any way on referrals of patients to Hospital.
- 7.14. Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and the remaining provisions shall remain enforceable between the parties.
- 7.15. Waiver.** The failure of either party to exercise any right under this Agreement shall not operate as a waiver of that right.
- 7.16. Gender and Number.** Use of the masculine gender shall mean the feminine or neuter, and the plural number the singular, and vice versa, as the context shall indicate.
- 7.17. Authority and Executive.** By their signature below, each of the parties represent that they have the authority to execute this Agreement and do hereby bind the party on whose behalf their execution is made.
- 7.18. Construction.** This Agreement has been negotiated and prepared by both parties and it shall be assumed, in the interpretation of any uncertainty, that both parties caused it to exist.

This agreement may be executed in counterparts, each of which shall be an original but all of which shall constitute one and the same agreement.

**NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT:**

By: _____
Victoria Alexander-Lane
Chief Executive Officer

PHYSICIAN:

By: _____
Lara Jeanine Arndal, M.D.

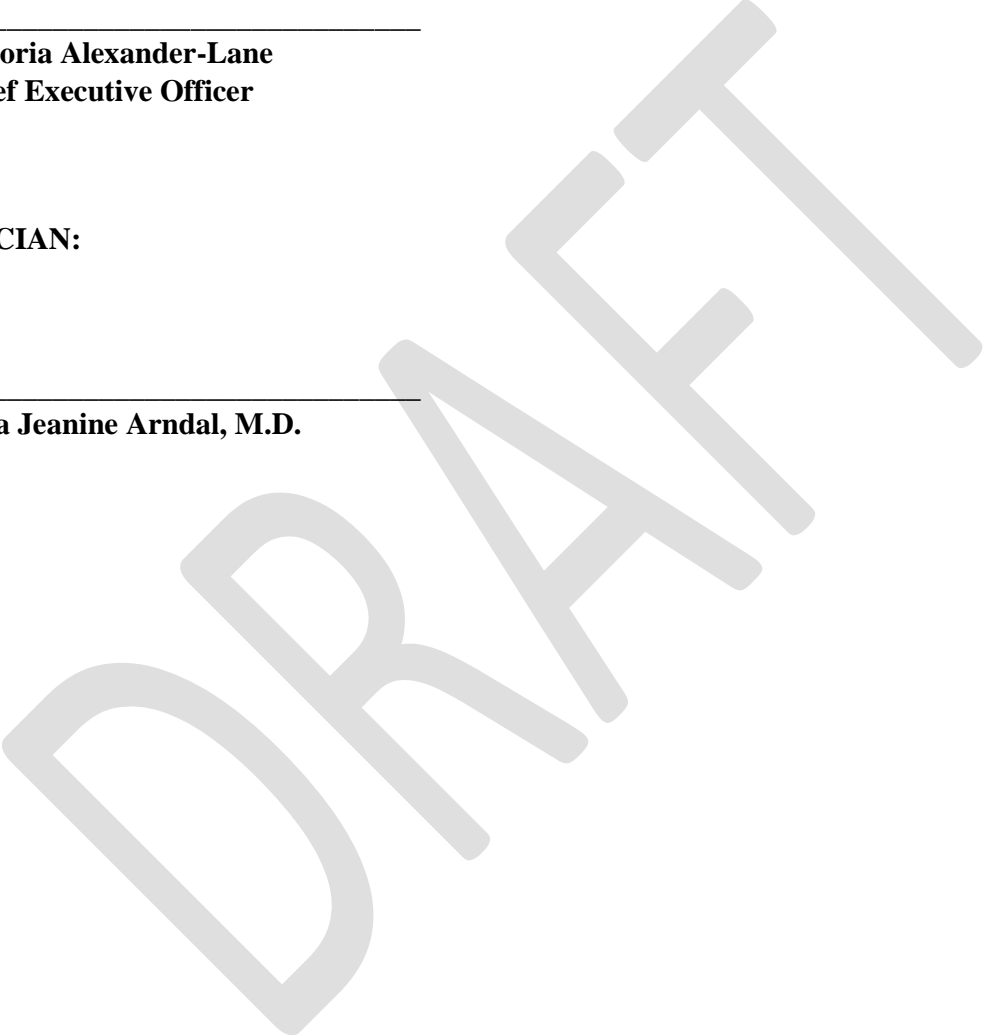


EXHIBIT A SCOPE OF DUTIES OF THE PHYSICIAN

POSITION SUMMARY

The Physician is a Member of the Northern Inyo Hospital Active Medical Staff and the Clinic multi-disciplinary care team. Physician provides direct primary medical diagnosis and treatment to Practice and Hospital patients. The Physician will provide services commensurate with the equivalent of a full time Obstetrical and Gynecological Practice. Full time shall mean regularly scheduled office hours to meet the service area demand and performance of surgeries as may be required. All time off will be coordinated with Call coverage such that scheduled time off will not conflict with the Physician's call requirement.

Specifically, the Physician will:

1. Provide high quality primary medical care services.
2. Direct the need for on-going educational programs that serve the patient.
3. Evaluate and develop treatment plans to facilitate the individual healthcare needs of each patient.
4. Work with all Practice personnel to meet the healthcare needs of all patients.
5. Assess, evaluate, and monitor on-going health care and medication of Practice patients.
6. Manage all Obstetrical and Gynecological medical and surgical emergencies.
7. Participate in professional development activities and maintain professional affiliations.
8. Participate with Hospital to meet all federal and state Rural Health Clinic regulations.
9. Accept emergency call as provided herein.

DRAFT

NORTHERN INYO HEALTHCARE DISTRICT

HOSPITALIST AGREEMENT

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT, a political subdivision organized and existing pursuant to the Local Hospital District Law (Health and Safety Code Section 32000, et seq.) of the State of California, hereinafter referred to as "District", and Felix Karp, MD agree as follows:

PART I RECITALS

1. District is the owner and operator of Northern Inyo Hospital located in Bishop, California. As a community service, District conducts a Hospitalist Service, hereinafter referred to as "Service", to serve the members of the community and other persons who may require immediate medical and/or hospital service.
2. Physician is duly licensed under the laws of the State of California, and has experience in providing primary and intensive patient care.
3. District has concluded that engaging Physician is the most desirable course of action considering both the cost and quality of service, as compared to other arrangements and providers available to the District.
4. The parties desire to enter into this agreement in order to provide a full statement of their respective responsibilities in connection with the operation of the physician hospitalist services at Northern Inyo Hospital.

PART II AGREEMENTS

1. **Space.** District shall make available for the use of Physician during the term hereof and during the hours hereinafter specified, the space that is now or may be hereafter occupied by the Service. District shall also provide Physician an appropriately furnished room in which he/she may rest when his/her services are not otherwise required, together with meals while he/she are on duty. In addition, Physician will be provided with office space suitable for the administration of the Service.
2. **Equipment and Supplies.** District shall provide, at its own expense, for the use of Physician, all necessary expendable and non-expendable medical equipment, drugs, supplies, furniture and fixtures as are necessary for the efficient operation of the Service. District shall consult with Physician regarding decisions that affect the selection and furnishing of particular facilities, equipment and supplies.

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

3. Maintenance. District shall maintain and repair all equipment and shall provide utilities and services such as heat, water, electricity, telephone service, laundry and janitorial service.

4. Physician Services. In order to provide quality Hospitalist care on a prompt and continuing basis, available at all times at Hospital to the community, Physician agrees to provide the professional services of duly licensed Physician. Said services are delineated, but are not limited to, on Schedule A of this agreement.

Physician shall respond to in-house emergencies in the same manner as other members of the Medical Staff, and shall make pronouncements of death when attending Physician is not immediately available.

Physician may be granted limited admitting privileges for patients without a private physician. Procedures, rules and regulations with respect to such privileges, and the obligations of Physician to make referrals to the "on-call" panel and other physicians and other matters related thereto, shall be as set forth in the Medical Staff-By-Laws, rules and regulations or as otherwise determined by the Medical Staff Executive Committee or the Hospitalist Service Committee if any with the approval of the Board of Directors.

5. Standards. It is understood and agreed that the standards of professional practice and duties of Physician shall from time to time be set by the Medical Staff of Hospital, and Physician shall abide by the by-laws, rules and regulations of the Medical Staff and Hospital policies. Further, Physician shall cause the Service to comply with those standards and requirements of the Joint Commission and the California Medical Association, which relate to the Service over which Physician has control.

6. Personnel. District shall provide the services of licensed registered and vocational nurses and other non-physician technicians and assistants necessary for the efficient operation of the Service. Normal direction and control of such personnel for professional medical matters shall rest with Physician. The selection and retention of all non-physician personnel is the responsibility of District.

7. District and Government Authorities. Physician, in connection with the operation and conduct of the Service, shall comply with all applicable provisions of law, and other valid rules and regulations of the District's Board of Directors, its' organized Medical Staff and all governmental agencies having jurisdiction over: (i) the operation of the District and services; (ii) the licensing of health care practitioners; (iii) and the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care at the District, including but not limited to rules and regulations promulgated with respect to the transfer of patients from the Hospitalist Service.

8. Independent Contractor. No relationship of employer or employee is created by this Agreement, it being understood that Physician will act hereunder as independent contractor, and that the Physician shall not have any claim under this Agreement or otherwise against District for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation benefits,

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

or employee benefits of any kind; that District shall neither have nor exercise any control or direction over the methods by which physicians shall perform their work and functions, which at all times shall be in strict accordance with currently approved methods and practices in their field; and that the sole interest of District is to ensure that said Hospitalist service shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with the standards required by the Medical Staff of District. Physician is allowed to work for or have a private practice while providing services for Northern Inyo County Local Hospital District.

9. Compensation. Physician shall receive compensation of \$75 per hour (seventy-five dollars per hour) paid biweekly. Health Insurance, including medical, dental and vision will be provided for physician as per the employee health plan.

1. Tuition reimbursement of \$10,000 (ten thousand dollars) will be paid at the end of each year of service.
2. Relocation of up to \$15,000 (fifteen thousand dollars) will be provided with the stipulation that the physician completes 3 years of service or repays a prorated amount based on 3 years service.

10. Allowed Time Off. Physician will be allowed no more than four (4) weeks of vacation and two (2) weeks of time to acquire CME credits, if needed, as well as recognized national holidays.

11. Daily Memoranda and Billing. District agrees to act as Physician's designated billing and collection agent. Physicians shall file with the Business Office of District periodic memoranda on forms agreed upon between the parties, covering services performed at the fees herein above mentioned and shall and does hereby assign the collection of said charges to District. Hospital's charges to the patient shall be separate and distinct from the charges by Physician; however, patient may be sent a billing, which may include a combined Hospital and Physician's charge. If the patient's billing includes such a combined charge, it must be clearly indicated that the charge includes Physician's professional component and that District is acting as billing agent for Physician. Physician agrees to participate in all compliance efforts of Hospital.

Within 10 days of the receipt of an invoice or request for funding from the physician, the District shall present to Physician a check representing the payment for services rendered in the preceding month. Payments will be made on a monthly basis. Monthly payments shall be made by the Hospital to Physician before the 15th day of the month after which services are rendered.

Payment of all sums under this part shall be made to Physician at the following address:

Felix Karp, MD
150 Pioneer Lane
Bishop, CA 93514

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

12. Liability Insurance. Physician agrees to procure and maintain, throughout the term of this Agreement, at his/her sole expense, a policy of professional liability (malpractice) insurance coverage with limits of at least \$1,000,000 for any one occurrence, and \$3,000,000 annual aggregate coverage per subcontracting physician. District agrees to reimburse physician 80% of cost for professional liability insurance. If the physician is insured under the hospital professional liability fees will be paid by the hospital at 100%.

13. Scope of work: Physician agrees to provide professional medical services to the inpatients accepted into his service. Physician agrees to work with the Director of Hospitalist services to develop a schedule to provide patient care 24 hours a day.

14. Assignment. Physician shall not assign, sell or transfer this Agreement or any interest therein without the consent of the District in writing first had and obtained. Notwithstanding any of the foregoing, it is understood and agreed that, in the event that Physician forms an alternative professional organization, duly authorized under the laws of this State to practice medicine, said alternative professional organization may be substituted in the place of Physician, with all of the rights and subject to all of the obligations of Physician under the terms of this Agreement. Said substitution shall be effected upon Physician giving written notice to District.

15. Term. The term of this Agreement shall be from April 1, 2015 to March 31, 2017.

In addition, Hospital may terminate this Agreement and all rights of Physician hereunder, without notice, immediately upon the occurrence of any of the following events:

1. Upon the failure of Physician to provide the services required to be provided by Physician for a period in excess of one (1) hour unless other acceptable coverage is arranged.
2. Upon a determination by a majority of Hospital's Board of Directors, after consultation with; the Executive Committee of the Medical Staff, that Physician, or any physician provided by Physician have been guilty of professional incompetence, have failed to maintain the Service in a manner consistent with the highest standards maintained for the operation of the Service in comparable hospitals, or are otherwise bringing discredit upon the Hospital or its Medical Staff in the community.
3. Immediately upon the appointment of a receiver of Physician's assets, as assignment by Physician for the benefit of its creditors or any action taken or suffered by Physician (with respect to Physician) under any bankruptcy or insolvency act.
4. Upon Physician's failure to maintain membership on the Active Medical Staff of Northern Inyo Hospital.
5. Either party at any time may terminate this agreement, without cause or penalty, upon sixty (90) days' prior written notice to the other party.

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

16. Amendment. This Agreement may be amended at any time by written agreement duly executed by both parties.

17. Attorney's Fees. In the event that suit is brought regarding the provisions of this Agreement or the enforcement thereof, the prevailing party shall be awarded its cost of suit and reasonable attorney's fees as a part of any Judgment rendered therein.

18. Liquidated Damages. The parties agree and acknowledge that, should Physician fail to fulfill the terms of this Agreement, it would be extremely difficult and/or impracticable to fix the actual amount of damage suffered by the District and therefore agree that, should Physician breach the Agreement as described herein, he/she shall pay the District the sum of \$2,500 for each day, or part of a day, in which he/she is in breach as liquidated damages.

19. Binding Arbitration. Notwithstanding every other provision of this Agreement, any controversy or claim on the issues of whether Physician is in breach of this Agreement for failure to provide services and/or the total amount of liquidated damages incurred, shall be settled by arbitration before the Medical Executive Committee of Northern Inyo Hospital. The decision of the Medical Executive Committee shall be binding.

20. Medical Records. Physician shall in a timely manner, prior to the billing process, prepare and maintain complete and legible medical records, which accurately document the professional service and medical necessity of all services rendered, for each patient who is treated at the Service. Such medical records shall be the property of Hospital; however, Physician shall have access to and may photocopy relevant documents and records, within the restrictions of the law, upon giving reasonable notice to Hospital.

21. Accounts and Records. Physician agrees to maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Agreement to the extent and in such detail as will properly reflect all net costs direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which payment or reimbursement is claimed. The Authorized Federal Office shall have access for the purpose of audit and examination to any books, documents, papers, and records of Physician, which are pertinent to this Agreement, at all reasonable times during the period of retention provided for in the following paragraph.

Physician shall preserve all pertinent records and books of accounts related to this contract in the possession of Physician for a period of four (4) years after the end of the contract period. Physician agrees to transfer to District upon termination of this Agreement any records which possess long-term value to District beyond four (4) years.

Physician shall include a clause providing similar access in any subcontract with a value or cost of \$10,000 or more over a twelve-month period when the subcontract is with a related organization.

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

22. **Notices.** The notices required by this Agreement shall be effective if mailed, postage prepaid as follows:

- (a) To District at: 150 Pioneer Lane
Bishop, California 93514
- (b) To Physician at: 150 Pioneer Lane
Bishop, Ca. 93514

23. **Gender and Number.** The singular shall be construed as the plural, the plural the singular, masculine as feminine and feminine as masculine, according to the context of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Hospitalist Care Agreement at Bishop, California on _____.

DISTRICT:

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

BY _____
Victoria Alexander-Lane
Chief Executive Officer
Northern Inyo County Local Hospital District

PHYSICIAN:

BY 
Felix Karp, MD

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

SCHEDULE A

1. Admit Patients as needed.
2. Round on in-patients as needed.
3. Assist with transfers as requested.
4. Complete charts as needed.
5. Record histories and physicals as needed.
6. Participate in the development of the hospital information system's computerized physician order entry module.
7. Attend patient management meetings while on duty.
8. Participate in patient care quality initiatives.
9. Make recommendations to improve the quality of care.
10. Make recommendations to improve the effectiveness of the electronic health record.
11. Work to improve Core Measures and HCAP scores..
12. Provide education to nursing staff to assure effective communication and quality of care.
13. Participate in utilization review process.

Medicare Allocation and Time Records

- A. District and Physician agree to maintain a written allocation agreement in accordance with the applicable Medicare regulations in effect specifying reasonable estimates of the time Physician will spend in rendering:
 1. Services to the District, which are reimbursable by Part A of Medicare;
 2. Professional services to patients of the District which are reimbursable by Part B of Medicare; and
 3. Services, which are not reimbursable by Medicare.
- B. Physician agrees to maintain adequate time records in order to substantiate the aforementioned allocation agreement. Maintenance of said time records shall not imply any employer/employee relationship between District and Hospitalist.
- C. Physician shall provide written notice to District whenever the time records maintained in connection with any allocation agreement fail to substantiate, or appear to fail to substantiate, the allocations made in such an agreement. As soon as practicable after notice has been provided by Physician the parties shall execute, or cause to be executed, a new allocation agreement that reflects the actual time records.
- D. Completion of Medicare "Time Studies" (Attachment A) as required.

NORTHERN INYO HOSPITAL
PHYSICIAN HOSPITALIST AGREEMENT

EXHIBIT B

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Professional Conduct. Prohibition of Disruptive or Discriminatory Behavior	
Scope: Hospital wide	Department: Medical Staff
Source: Medical Staff	Effective Date: 12/5/07

POLICY

All Medical Staff members shall conduct themselves at all times while on Hospital premises in a courteous, professional, respectful, collegial, and cooperative manner. This applies to interactions and communications with or relating to Medical Staff colleagues, AHPs, nursing and technical personnel, other caregivers, other Hospital personnel, patients, patients' family members and friends, visitors, and others. Such conduct is necessary to promote high quality patient care and to maintain a safe work environment. Disruptive, discriminatory, or harassing behavior, as defined below, are prohibited and will not be tolerated.

Definitions

- A. "Disruptive Behavior" is marked by disrespectful behavior manifested through personal interaction with practitioners, Hospital personnel, patients, family members, or others, which:
1. Interferes, or tends to interfere with high quality patient care or the orderly administration of the Hospital or the Medical Staff; or
 2. Creates a hostile work environment; or
 3. Is directed at a specific person or persons, would reasonably be expected to cause substantial emotional distress, and serves no constructive purpose in advancing the goals of health care.
- B. "Discrimination" is conduct directed against any individual (e.g., against another Medical Staff member, AHP, Hospital employee, or patient) that deprives the individual of full and equal accommodations, advantages, facilities, privileges, or services, based on the individual's race, religion, color, national origin, ancestry, physical disability, mental disability, medical disability, marital status, sex, gender, or sexual orientation.

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

- C. "Sexual harassment" is unwelcome verbal or physical conduct of a sexual nature, which may include verbal harassment (such as epithets, derogatory comments or slurs), physical harassment (such as unwelcome touching, assault, or interference with movement or work), and visual harassment (such as the display of derogatory or sexual-themed cartoons, drawings or posters). Sexual harassment includes unwelcome advances, requests for sexual favors, and any other verbal, visual, or physical conduct of a sexual nature when (1) submission to or rejection of this conduct by an individual is used as a factor in decisions affecting hiring, evaluation, retention, promotion, or other aspects of employment; or (2) this conduct substantially interferes with the individual's employment or creates an intimidating, hostile, or offensive work environment. Sexual harassment also includes conduct indicating that employment and/or employment benefits are conditioned upon acquiescence in sexual activities.

Examples of Prohibited Conduct

Examples of prohibited, disruptive conduct may include, but are not limited to, any of the conducts described below if it is found to interfere, or tend to interfere, with patient care or the orderly administration of the Hospital or Medical Staff; or, if it creates a hostile work environment; or, if it is directed at a specific person or persons, causes substantial emotional distress, and has no legitimate purpose:

- A. Any striking, pushing, or inappropriate touching of Hospital Staff or others;
- B. Any conduct that would violate Medical Staff and/or Hospital policies relating to discrimination and/or sexual harassment;
- C. Forcefully throwing, hitting, pushing, or slamming objects in an expression of anger or frustration;
- D. Yelling, screaming, or using an unduly loud voice directed at patients, Hospital employees, other practitioners, or others;
- E. Refusing to respond to a request by any caregiver for orders, instructions, or assistance with the care of a patient, including, but not limited to, repeated failure to respond to calls or pages;
- F. Use of racial, ethnic, epithetic, or derogatory comments, or profanity, directed at Hospital employees or others;
- G. Criticism which is unreasonable and unprofessional of Hospital or Medical Staff personnel (including other practitioners), policies or equipment, or other negative comments that undermine patient trust in the Hospital or Medical Staff in the presence or hearing of patients, patients' family members, and/or visitors;

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

- H. Use of medical record entries to criticize Hospital or Medical Staff personnel, policies, or equipment, other practitioners, or others;
- I. Unauthorized use and/or disclosure of confidential or personal information related to any employee, patient, practitioner, or other person;
- J. Use of threatening or offensive gestures;
- K. Intentional filing of false complaints or accusations;
- L. Any form of retaliation against a person who has filed a complaint against a practitioner alleging violation of the above standard of conduct;
- M. Use of physical or verbal threats to Hospital employees, other practitioners, or others, including, without limitation, threats to get an employee fired or disciplined;
- N. Persisting to criticize, or to discuss performance or quality concerns with particular Hospital employees or others after being asked to direct such comments exclusively through other channels;
- O. Persisting in contacting a Hospital employee or other person to discuss personal or performance matters after that person or a supervisory person, the Chief Executive Officer ("CEO"), or designee, or Medical Staff leader, has requested that such contacts be discontinued [NOTE: MEDICAL STAFF MEMBERS ARE ENCOURAGED TO PROVIDE COMMENTS, SUGGESTIONS AND RECOMMENDATIONS RELATING TO HOSPITAL EMPLOYEES, SERVICES OR FACILITIES; WHERE SUCH INFORMATION IS PROVIDED THROUGH APPROPRIATE ADMINISTRATIVE OR SUPERVISORY CHANNELS];
- P. Obstructing the peer review process by intentionally refusing, without justification, to attend meetings or respond to questions about the practitioner's conduct or professional practice when the practitioner is the subject of a focused review or investigation.

PROCEDURE

Hospital Staff Response to Disruptive or Discriminatory Behavior or Sexual Harassment ("Walk Away Rule")

Any Hospital employee ("Caregiver") who believes that he or she is being subjected to disruptive or discriminatory behavior or sexual harassment within the meaning of this Policy by a Medical Staff member is authorized and directed to take the following actions:

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

- A. Promptly contact the Caregiver's immediate supervisor to report the situation and to arrange for the transition of patient care as necessary in order to permit the Caregiver to avoid conversing or interacting with the Practitioner;
- B. Discontinue all conversation or interaction with the Practitioner except to the extent necessary to transition patient care responsibility safely and promptly from the Caregiver to another qualified person as directed by the Caregiver's supervisor;
- C. Continue work or patient care activity elsewhere as directed; and
- D. Consult with supervisory personnel or with the Director of Human Resources about filing a written report of the alleged incident.

Enforcement

A. Allegations

1. All allegations of disruptive behavior, discrimination, or sexual harassment, as defined above, by a Practitioner involving a patient or involving another member of the Medical or AHP staff shall be forwarded, in writing, to Medical Staff Administration. If the Chief of Staff determines that the allegations are supported by reliable evidence, the Chief of Staff shall forward the allegation to the Medical Executive Committee ("MEC") for action consistent with the Medical Staff Bylaws. Pursuant to Section 7.1.2.5.2 of these Bylaws, the Chief of Staff shall also consult with the Administrator.
2. Allegations of disruptive behavior, discrimination, or sexual harassment, as defined above, by a Practitioner, directed toward hospital employees or persons other than patients and Medical Staff members, will be immediately forwarded to the Chief of Staff. The Chief of Staff, or designee, shall promptly conduct an initial evaluation. If the Chief of Staff or designee determines that the complaint may be valid, she or he shall inform the Hospital Administrator and shall then proceed as provided herein.
3. If the allegations involve the Chief of Staff, the Vice Chief of Staff shall take over the responsibilities of the Chief of Staff under this section. If the allegations involve a member of the Medical Executive Committee, that member shall not participate or be present during the Medical Executive Committee's consideration of the matter.
4. Initial complaints of disruptive behavior, discrimination, or sexual harassment by a Practitioner shall be documented on an incident reporting form and shall be maintained in the Medical Staff Office. Where possible, reports should include:
 - a. Name(s) of individual(s) involved;

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

- b. Date, time and place of incident;
- c. A factual description and detailing of the incident;
- d. All witnesses to the incident including any patient or patient's family member or visitor;
- e. The immediate effects or consequences of the incident; and
- f. Any action taken by anyone to intervene or remedy the incident.

B. Initial Investigation and Mediation

1. The Chief of Staff shall promptly establish an Ad Hoc Committee to investigate the complaint. If the complaining party is a Hospital employee, the Ad Hoc Committee shall include: the Chief of Staff or designee, the Chair of the practitioner's Clinical Department or designee, the complaining employee's immediate supervisor, and the Hospital Administrator or designee. The Ad Hoc Committee shall take written statements from the complaining party, any witnesses, and the accused. The complaining party shall be informed of the process to investigate and respond to such allegations and shall be informed that retaliation for making such allegations will not be tolerated. The complaining party shall also be informed that if he or she makes a written statement, the statement may be made available to the Practitioner who is the subject of the allegations.
2. All witness statements and investigation documents shall be maintained in the Medical Staff Office as confidential, peer review documents.
3. If the complaint appears to be supported by reliable evidence, the Ad Hoc Committee shall meet with the Practitioner who is the subject of the complaint and advise the Practitioner of his or her obligations under this policy; that a complaint has been made; and that no retaliation against any complaining person, witness or investigator will be tolerated. The Chair of the Ad Hoc Committee shall provide the Practitioner with sufficient information to understand and respond to the allegations made by the complaining party. The Practitioner shall be permitted to respond orally or in writing to the allegations. Any written statement provided by the Practitioner and all documentation of the investigation created by the Chief of Staff or designee, or by the Ad Hoc Committee, shall be maintained as confidential Medical Staff documents. The Ad Hoc Committee meeting with the Practitioner shall not constitute a hearing and the Practitioner shall not be entitled to legal counsel or other representation during the meeting. The Practitioner may, of course, seek legal counsel outside the meeting process.
4. The Chief of Staff or designee shall advise the Hospital Administrator of the complaint and the status of the investigation. Although legal counsel are not permitted to be present during interviews or meetings provided for in these provisions, the Chief of Staff or designee are encouraged to consult with Medical

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

Staff legal counsel and the Practitioner, at his or her own expense, may consult legal counsel outside the investigation and meeting process.

5. The Chief of Staff or designee and Hospital Administrator shall take appropriate steps to assure that employees, witnesses and others are protected from discrimination, harassment, or retaliation pending the resolution of the complaint.
6. The Ad Hoc Committee shall attempt, if feasible and appropriate, to persuade the parties to agree to a resolution of the complaint, which would be produced in written form and signed by both parties.
7. If the Practitioner is determined to be at fault, the Ad Hoc Committee may enter into a voluntary conduct agreement with the Practitioner; may refer the Practitioner to the Medical Staff Assistance Committee; may refer the Practitioner for counseling or evaluation; or may coordinate other steps to reach an effective voluntary resolution of the issue.

C. Formal Action

1. If the Ad Hoc Committee, or its Chair, concludes that the matter cannot be resolved through voluntary actions and agreements, the Chair shall refer the matter to the MEC with a request for formal corrective action in accordance with Article 8 of the Bylaws. In the event of such referral, any member of the Medical Executive Committee who is the subject of the investigation shall not participate or be present during the Medical Executive Committee's consideration of the matter, except as is provided in subparagraph 2 or 3, below.
2. If immediate action must be taken in response to an imminent risk to the health or safety of any person, any person authorized under Section 7.1 to request corrective action may summarily suspend the Practitioner's Medical Staff membership and privileges in accordance with Section 7.2 of the Bylaws. In that event, the Practitioner shall be entitled to request an interview with the MEC to review the suspension within five (5) days of the suspension. The provisions of the Bylaws shall be followed for review of summary suspensions.
3. If the MEC initiates a corrective action investigation of the complaint, it shall, where feasible, assure that the investigation, although not constituting a hearing, shall include the following elements:
 - a. The Practitioner shall be entitled to review, but not retain, copies of statements made by complaining parties and witnesses. The Practitioner shall also be entitled to receive a summary of other adverse information considered relevant to the investigation.

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

- b. The Practitioner shall be entitled to respond to the adverse statements and information and to submit oral or written information in response, subject to such conditions and limitations as the MEC may determine.
- c. If the MEC determines that there is substantial evidence that a violation of this policy has occurred, it may do any one or more of the following:
 - 1) Issue a written or oral reprimand. If a written or oral reprimand is issued, the Practitioner shall be entitled to reply orally or in writing to the MEC. A copy of any written reprimand and any written reply shall be maintained in the Practitioner's credentials file. A written reprimand shall not be considered medical disciplinary action, shall not be reported to the Medical Board of California or the National Practitioner Data Bank, and shall not entitle the Practitioner to a hearing or appeal under Article 8 of the Bylaws.
 - 2) Recommend that the Practitioner undertake psychoanalysis, therapy, counseling, or training.
 - 3) Recommend other corrective action in accordance with Article 8 of the Bylaws.
 - 4) If the MEC recommends action, which would entitle the Practitioner to request a Medical Staff hearing, special notice to the Practitioner shall be given in accordance with Section 8.6.2 of the Bylaws.

D. Action by the District Board or Designee

If the District Board determines that the MEC's action is inadequate, or if the MEC takes no action after the investigation, the District Board, after complying with applicable law, may do or recommend any one or more of the actions listed in Section C.4) above.

E. If either the MEC or the District Board recommends corrective action, which, if adopted, would require a report to the Medical Board of California or the National Practitioner Data Bank, the Practitioner shall be notified of the proposed action and of his or her right to request a hearing in accordance with the Bylaws.

Committee	Approved
Medical Executive Committee	12/04/07
Administration	
Board of Directors	12/05/07